

## **Online Booking Terms and Conditions**

The Online Booking Terms below are applicable as of February 10th 2009. We ask you to read our Online Booking Terms and Conditions as well as our General Rental Terms as you will be asked to confirm that you have read and understood these before your booking can be confirmed. If this is your first rental experience with Europcar we recommend that you read our Car Rental Guide and associated links for more detailed information. If you intend to rent in a new country of destination please look at the Specific Rental Terms for that country. Following these guidelines will help you to: understand what you can expect from us; get the key information that will help you to organise your rental and trip; understand what we need from you in order to complete your booking successfully.

### **I. Online Booking Process**

The following are the main steps to making an online booking:

(i) First Step: Selection of the service

Enter your rental criteria in the online booking form including rental dates, rental locations and choice of vehicle.

(ii) Second Step : Europcar' s offer

Based on the criteria you provide, Europcar will provide you with an offer matching your needs in the form of a detailed recapitulation. The 'offer' is legally defined as:

- a service which includes a selected vehicle category available for a chosen duration with selected options (if any)

- a rate which can be either a prepaid rate or a pay on arrival rate

- some terms and conditions.

(iii) Third Step : Acceptance of the offer

You will be asked to accept the Europcar offer.

(iv) Fourth Step : Confirmation

You will then be asked to confirm this acceptance.

(v) Fifth Step : Europcar notification

Europcar will send you confirmation including the reservation number. The confirmation notice will include the details of your reservation

### **II. Confirmation of Reservation by Europcar**

At the end of the booking process you will be taken to the "Reservation Confirmation" page; the reservation number will be highlighted. You will also receive a confirmation email containing the details of your reservation. Please print these and keep them for your records

### **III. Reservation constraints**

Booking Date:

- we can accept bookings for same-day rental with up to 2 hours advance notice;

- we can accept bookings for rental made up to a maximum of 15 months in advance.

Minimum Rental Duration:

- The minimum rental period is 1 day (exceptional hourly rentals may be available in select stations). 1 day is interpreted as a period of 24 hours. Vehicle collection and return is included within this 24 hour period.

- Rentals of less than 24 hours will be charged a full day's rate except in select locations where hourly rentals

are available. Certain vouchers and promotional rates require a specific minimum to qualify. Please consult the terms and conditions for the promotion or voucher in question.

Maximum Rental Duration:

- we can accept bookings for a maximum rental duration of 12 months.

## **IV. Rates**

Your Europcar rental quote takes into account all mandatory charges corresponding to your reservation criteria. This quote generally includes the following items:

- Value Added Tax or any other local tax
- Unlimited Mileage, or if this is not the case, the clear number of kilometres/miles included, with the cost of each extra kilometre/mile
- Premium station surcharge
- Road tax and licence fee surcharge
- Third party liability insurance
- Collision Damage Waiver ("CDW")
- Theft Waiver ("TW")

CDW and TW may be merged together in Loss Damage Waiver ("LDW") in some countries.

An excess amount displayed at time of reservation indicates the maximum amount of money you are liable for in the event of damage to or theft of the vehicle. This excess amount may be waived in some countries by purchasing optional additional protection at time of rental.

The list of these charges are printed on the reservation confirmation

The rates are guaranteed for the rental associated to the confirmed booking.

Additional charges to your basic rental rate may include:

- Additional Driver charge: when there is more than one driver associated with a rental, the second, or subsequent, driver is referred to as the additional driver. There may be a charge applied for each, or all, additional drivers.
- Young driver surcharge: see our section "Insurance and Protections".
- Any additional equipment: please review our section Special Car Equipment
- After hour service: If you pick up or return the car outside the normal opening hours, some countries may bill "after hours service". Please check at reservation and/or check out time.
- Full tank option: in some countries, you have the choice of pre-paying your refuelling service.
- Damages & Theft: up to the limit of the waiver excess if this protection has been subscribed to, otherwise up to the limit of the vehicle's value

## **V. Payment / Credit card**

### **A. Payment**

"Book and Pay now" - On line booking - Prepayment (payment at the time of booking):

When opting for "prepaid rate(s)" online, payment of the full estimated amount will be required at time of booking.

"Book and Pay at station" - Payment at station

Certain credit card companies may not be represented in the country where the rental takes place. We recommend that customers verify the credit card acceptance rules in the "Europcar Specific Terms Per Country of Rental" in advance.

### **B. Means of payment**

Payment can be made using the following means of payment:

- Credit card(s):

Credit cards usually accepted within Europcar are "American Express", "Diners Club", "Mastercard" and "Visa"

Warning

Payment using credit(s) card(s) is (are) accepted in accordance with the limits authorised by your credit card issuer;

The credit card holder (in case of a prepaid booking) must be identified as the renter (the "Main driver" to be mentioned on the rental agreement). Such person must present his/her credit card (identified with the same name) at time of "Check Out".

- Debit card(s):

Warning: Debit card(s) are NOT accepted at time of reservation or rental except:

- "Maestro" cards issued by UK banks and for customers renting in the UK, and
- "Visa Electron" card(s) that are accepted for online payment on some rental destinations.

Warning: Customers who do not possess any other credit card must ensure their account holds sufficient funds for the deposit to be charged at "Check-out".

- Cash:

Payments in cash or by cheque can only be made:

- for domestic rental;
- for rentals of vehicles classified as "Lowest categories" (such as: "Mini" or "Economy").

Payments in cash are furthermore subject to:

- additional references;
- maximum ceiling amount;

as set forth in the relevant "Europcar Specific Terms Per Country of Rental" (please see the relevant "Europcar Specific Terms Per Country of Rental").

C. Deposit - Transaction authorisation

During the rental

At time of "Check-out":

At time of "Check-out" - after confirmation or amendment of the booking details with the customer - Europcar estimates the amount required for authorisation and requests an electronic authorisation from the card holder's issuing bank (the "Deposit").

The authorisation procedure allows Europcar to assess the final transaction amount and receive the protection of an authorisation before the start of the rental period. It confirms that the card holder's bank account is valid and within the available spending limit.

Warning: Amount of deposit depends on the local policy of the "Check out" station(s) and may vary from one country to another (it is strongly recommended that customers consult the relevant "Europcar Specific Terms Per Country of Rental"). From a general perspective it may be underlined that:

- The amount of deposit usually covers:
  - the vehicle rental agreement period ;
  - the vehicle rental rate per day including tax;
  - possible mileage charges;
  - additional equipment(s) and services customer has selected.
- The amount of deposit stays valid for the length of the rental agreement period. For rental agreements longer than thirty (30) days, a new estimated authorisation for each periodic amount is requested by Europcar from the card holder's bank account

The amount of deposit subject to authorisation is expressly mentioned on the rental agreement.

At time of "Check-in":

If the final charged amount for the car rental services rendered is below the authorisation amount at time of "check-out" then an additional authorisation shall be requested to cover the amount due.

## **VI. Qualification at time of rental: Documentation & age limit**

For important information concerning age limits, driving licences and other requested documents, please read our General Rental Terms and Specificity per country

## **VII. Changes to reservation: Modification / Cancellation Policy**

You can view, modify or cancel your reservation online after it is confirmed, provided it is done up to 48 hours prior to the due pick up date and time. Simply click on the “Modify / Cancel” link in the Concierge Service or MY Europcar sections.

Please note that you must be logged on to the same Europcar driver ID under which the reservation was made in order to modify, cancel or delete reservations. You cannot amend online reservations made or modified via a Europcar Reservation Service Centre, Travel Agency or reservations made using a different Europcar driver ID. For changes to reservations made or modified via a Europcar Reservation Service Centre or a Travel Agency, please contact the relevant centre.

In the case of “prepaid” reservations, modification/cancellation fees may apply. (Please refer to the Prepayment Terms and Conditions, paragraph 5).

In the case of “pay on arrival“ reservations , you may modify or cancel your booking without charges, provided it is done up to 48 hours prior the due pick up date and time .

If you cancel your reservation less than 48 hours before the pick up time, a fee of EUR 50 / GBP 45/ AUD 77/ NZD 80/ 370 DKK (depending on local currency), or the whole price of rental if value is lower, will be charged.

## **VIII. Guaranteed reservation Policy**

The Europcar rental location (pick up station) is required to provide, within a given "guaranteed period" as defined below, the requested vehicle category as confirmed at the time of booking, subject to the renter meeting rental requirements. If the vehicle category cannot be provided during this "guaranteed period", alternative solutions will be proposed at no additional cost to you, within one hour of arrival.

### **8.1 No Credit Card Details Provided - One Hour Guarantee:**

If at the time of booking you did not specify your debit, credit or charge card details, Europcar is committed to guarantee your reservation for one (1) hour after the due pick up time. Europcar will endeavour to provide the requested car category after the one hour guarantee period and until the reservation is listed as a "no-show" (at the closing time of the rental pick up station). If this is not possible, an alternative will be presented to you and, if you agree, another car category will be proposed and charged (new rates may apply), subject to you meeting the rental requirements.

### **8.2 Credit Card Details Provided - Guaranteed Reservation Hold:**

If you specified at time of booking your debit, credit or charge card details and Driver ID (or your Driver ID only in which card details are stored) the Europcar pick up station is required to provide the requested vehicle category until the station closure or up to 12:00 (noon) the day following the due pick up time for 24/7 stations. In case you fail to collect the vehicle during the guarantee period, a no-show fee may be applied. (Please refer to the "No-Show" fee paragraph IX).

### **8.3 Flight / Train delay**

At airport and railway rental stations, the reservation is guaranteed for one (1) hour after the actual flight/train arrival time if the reservation has been quoted with a flight or train number. In the event of a flight/train delay beyond the guaranteed period, we serve up to 1h after the actual time of arrival, and at some airport /railway rental stations may remain open up to a maximum of 2 hours after the normal closing time. In such a case, an after-hours charge may apply.

## **IX. Failure to Collect the Vehicle - "No Show" fee**

Cancellation (for pre-paid or pad on arrival booking) is free of charge up to 48 hours before the pick-up time. For cancellations made later than this, a cancellation fee of EUR 50 / GBP 45/ AUD 77/ NZD 80 / 370 DKK (depending on local currency) or the whole rental price if lower, will be charged. If you fail to collect the

vehicle in due time, and have not cancelled, a fee of 95 EUR/ GBP 102/ AUD 165/ NZD 172 / 700 DKK (depending on local currency), or the whole price of rental if value is lower, will be charged.

## **X. Failure to deliver the vehicle during the Guaranteed period**

If the vehicle category cannot be provided during the Guaranteed period Europcar will offer you :

An upgrade at no additional cost; OR

A downgrade (at the relevant category price) and compensation (such as an upgrade voucher for a future rental).

In cases where neither the upgrade nor downgrade offered are acceptable, and no vehicle of the reserved category is available within 1-hour of the due check-out time, Europcar will propose you the following alternative at no additional cost :

Organise transport to the nearest alternative Europcar rental location (limit 50km) OR

Rent a vehicle with another company located in proximity to the Europcar rental location

In cases where regulation imposes a penalty to be paid to you by the failing renting station, the failing renting station shall act as the regulation requires.

## **XI. Force Majeure**

Neither party shall be liable for failure in its performance hereunder caused by any case of Force Majeure. "Force Majeure" shall be considered - as defined by the applicable regulation(s) - as any irresistible or unforeseeable event, independent of the party suffering of the case of Force Majeure, which prevents this party from fulfilling its obligations.

So that in the case:

of a prepaid booking; the transaction will be cancelled, and the renting station will refund to you the prepaid rental charge that has been collected. The renting station will have no further obligations with respect to the transaction;

of a guaranteed reservation; the reservation will expire, a No Show fee will not be charged to you and the renting station will have no further obligations with respect to the transaction.

## **XII. Liability - Applicable Law Competent court**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set out in this article may not apply. In particular, nothing in these terms and conditions will affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from the negligence or fraud of Europcar. You expressly acknowledge and agree that Europcar, its officers, directors, employees will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to: damages for loss of profits, goodwill, use, data or other intangible losses (even if Europcar has been advised of the possibility of such damages), resulting from the online booking.

These Terms and Conditions have been issued by Europcar International and are accessible at [www.europcar.com](http://www.europcar.com) The law that applies to these terms is the law of the country in which the vehicle is rented and courts in that country have jurisdiction to determine disputes

## **XIII. Privacy Policy**

Please see our privacy policy

## **XIV. Online Check-in Terms and Conditions**

### **By activating Online Check-in you can:**

- Allow Europcar to prepare the paperwork needed for your rental with certain information about your booking (such as credit card for deposit and customer details)
- Enjoy faster service at the rental location thanks to the dedicated Ready service counter. Most major Europcar stations are equipped with a dedicated Ready Service counter. However, in the case where there is not a specific counter, Online Check-in customers will be processed with priority.

### **Your booking will be eligible for Online Check-in if:**

- You've selected the pay online option
- Booking was made with a Europcar ID (either you were logged in or you created your Europcar Id successfully during the booking).
- You are renting at a participating rental location in one of these countries (you will only be proposed the service at participating rental locations)
- No additional drivers were added at the time of booking (you will of course be able to add some drivers at the rental location)
- All elements of your booking have been confirmed.

At the rental location, you will simply have to show the credit card you used for your booking, your driver license as well as a valid ID, sign your rental agreement and go!