



Vehicle Rental Agreement regulated by the Consumer Credit Act 1974	Agreement No: [number]
<p>(1) <b>Europcar Group UK Limited</b> of James House, 55 Welford Road, Leicester, LE2 7AR (“we” or “us” or “our” or “Europcar”).</p> <p>(2) [customer’s name] of [customer’s postal address] (the “Hirer” or “you” or “your”)</p>	
<p><b>KEY FINANCIAL INFORMATION</b></p> <p><b>Goods:</b> [describe vehicle] with registration no. [registration no] and VIN/Chassis No. [number] (the “Vehicle”)</p> <p><b>Advance Payment:</b> a one-off non-refundable <b>Agreement Administration Fee</b> of £150.</p> <p><b>Monthly Payments:</b> of £[amount] (the “Rental Payment”) starting one Working Day before the date of delivery of the Goods and continuing on or around the anniversary day of each calendar month thereafter according to the Schedule of monthly Rental Payments attached to this agreement until at least 3 monthly payments have fallen due, and, if the Rental Period ends after the 3<sup>rd</sup> monthly payment falls due, continuing, with one monthly payment to fall due in respect of each month of the Rental Period, up until the end of the Rental Period (see clauses 7 and 8).</p> <p><b>Other Payments:</b> In addition to the Advance Payment and the Rental Payments you must pay to us:</p> <ul style="list-style-type: none"><li>a) (at the same time as you make your first Rental Payment) a delivery &amp; collection charge if (and only if) the address for delivery and collection is in Northern Ireland or is in or at a distance from Glasgow (see clauses 1.1(c), 4.1(b)(i), 4.2(b)(i), the Schedule of Monthly Rental Payments and the Tariff Guide</li><li>b) (when this agreement ends) any arrears of the Rental Payment and other sums due and interest, costs and expenses incurred by us (see clauses 4.25 and 8.3)</li><li>c) (when this agreement ends) the cost of any remedial repairs for the care, maintenance or protection of the Vehicle (see clause 8.3)</li><li>d) (when this agreement ends) an excess mileage charge (‘<b>Excess Mileage Charge</b>’) of £[amount] for each mile travelled by the Vehicle in excess of [number] which is the mileage allowance included in the Rental Payment (the ‘<b>Inclusive Mileage Allowance</b>’) during each year (and so in proportion for any period of less than a year) is payable (see clause 5.1).</li><li>e) (within 7 days of being notified of the cost) the cost of servicing and maintaining the Vehicle which results from the negligent or misuse of the Vehicle</li><li>f) The Fuel Charge for failing to return the Vehicle with at least one-quarter of a tank of fuel.</li><li>g) An Engineer’s Charge in the sum of £[fee] if we exercise our option under clause 4.18(b)(i)(C) to inspect a repair you have made to the Vehicle following an accident or incident</li><li>h) (two weeks prior to your journey abroad) a fee for the Form VE103B that provides you with our consent to take the Vehicle and drive it outside of the UK (see clause 4.15(c))</li></ul> <p><b>Variable Payments:</b> The Rental Payment and other charges and fees are variable if there is any change in tax, the basis of taxation or writing-down allowances or any change in our costs from those prevailing on the date of this agreement (see clause 4.6). The Rental Payment and other charges and fees will not be varied until we give you at least 28 days’ prior written notice of the variation. If the Rental Payment and other charges are varied you will have certain rights to end this agreement (see clause 7)</p> <p><b>Duration of this agreement:</b> This agreement will start on the date it is signed by both of us and will continue for a minimum period of three months and a maximum period of eighteen months from the date the Vehicle is delivered unless:</p> <ul style="list-style-type: none"><li>a) it is terminated earlier in accordance with clause 8; or</li><li>b) is ended by either party under clause 6 or 7</li></ul>	

**KEY INFORMATION**

**Security:** You are required to ensure the Vehicle is comprehensively insured. If there is an excess on the policy then you are responsible for that excess. This agreement allows for the assignment of the rights under the insurance policy or the payment of the proceeds to us in the event of any loss of or damage to the Vehicle (see clause 4.10).

**Default Charges:** You must pay to us:

- a) default interest charges at 5% per annum above the Bank of England base lending rate on any amount which remains unpaid on the payment due date (see clause 4.8);
- b) the Damage Administration Charge or Light Damage Administration Charge if, *at the end of the Rental Period*, the Vehicle is returned to us with damage that falls below the standard described in the Fair Wear & Tear Guide under Schedule 2. For the avoidance of doubt:
  - i. the Damage Administration Charge applies if we have to charge you for damage (other than Light Damage or Tyre Replacements) caused to the Vehicle whilst you are in possession of it (see clauses 4.25(h)(ii)(D) and 4.25(i)(iv)); and
  - ii. The Light Damage Administration Charge applies if we have to charge you for Light Damage caused to the Vehicle whilst you are in possession of it (and includes loss of or damage to Accessories or keys, as identified in the Light Damage Charges Schedule) or Tyre Replacements (see clauses 4.25(f)(iii)(B) and 4.25(g)(ii)(B))
- c) an Excess Mileage Charge of £[amount] for each mile travelled by the Vehicle in excess of [number] which is the Inclusive Mileage Allowance you have elected for each year (and so in proportion for any period of less than a year) (see clause 5.1);
- d) a Fuel Charge if the Vehicle is returned with less than a quarter of a tank of fuel (see clause 5.2(b) and the Tariff Guide);
- e) the cost of replacement keys together with our Light Damage Administration Charge if any or all of the Vehicle's keys are lost or stolen or damaged or not returned with the Vehicle (see clause 4.20);
- f) a fee for any document required to comply with regulations or codes of practice where the Vehicle is driven outside of mainland UK (see clause 4.15)
- g) expenses incurred in tracing and recovering the Vehicle (if applicable (see clause 4.7(b)));
- h) the Third Party Administration Charge if you fail to return the Vehicle to us for inspection when we reasonably request you to do so (see clause 4.19) or if we have to carry out any administration work under clause 4.3 (relating to fines and penalties);
- i) an Engineer's Charge if you return the Vehicle to us at the end of the Rental Period with damage that does not meet the Fair Wear and Tear standards set out in Schedule 2 to this agreement (Guide to Fair Wear and Tear & Return Conditions) and we have to undertake repairs to it (see clause 4.25)

**IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS**

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the owner cannot enforce this agreement against you without getting a court order.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

**MISSING PAYMENTS**

Missing payments could have severe consequences and may make obtaining credit more difficult.

**RIGHT OF CANCELLATION**

This agreement is not cancellable.



This is a Hire Agreement regulated by the Consumer Credit Act 1974. **Sign it only if you want to be legally bound by its terms.**

Signature(s) of Hirer(s)

Date(s) of Signature(s)

Under this agreement the goods do not become your property and you must not sell them.

Acceptance for Europcar

Signed:

Dated:

**which is the date of this agreement**

**DATA PROTECTION (for further details, see clause 10.1 of the terms and conditions)**

The personal information you provide to us will be used to consider and process your application and to administer this agreement before, during and after its termination. We will use a credit scoring or other automated decision-making system when assessing your application. The criteria for such credit scoring will be set by us in our absolute discretion. We do not have to disclose the criteria to you.

To assist us with our assessment of your application we will search your record with credit reference agencies ('CRAs'). The CRAs will add details of our search and of your application to your record and your data will also be linked to the data of your spouse, any joint applicants or other financial associates. This information will be seen by other organisations that make searches (ie., it will leave a footprint on your credit profile).

We will continue to exchange information about you with CRAs on an ongoing basis. This exchange will include details of this agreement, the payments you make under it, your settled accounts and any debts not fully repaid on time; any default or failure to keep to its terms and any change of address you fail to tell us about where a payment is overdue. This may have an impact on your credit profile. We may also notify the British Vehicle Rental and Leasing Association. It is important that you give us accurate information. We will also check your details with fraud prevention agencies and if you give us false or inaccurate information and if we suspect fraud, then we will record this.

CRAs will share your information with other organisations and it will be used by us and those other organisations to:

- 1 help make decisions about credit and credit related services such as insurance for you and other persons with whom you are financially connected;
- 2 trace debtors, recover debt and prevent money laundering and fraud, to manage your accounts.

For these purposes we or those other organisations may make further searches.

The CRAs and fraud prevention agencies will also use the records for statistical analysis about credit and about insurance and fraud. We may also use information about you to carry out market research.

The identities of the CRAs and the ways in which they use and share personal information is explained in more detail at <http://www.experian.co.uk/crain/index.html>. If you want to have details of the CRAs from whom we obtain and to whom we pass information about you, please write to us, marking your letter for the attention of the Regulated Business Unit, at James House, 55 Welford Road, Leicester, LE2 7AR. You have a legal right to these details.

You have a right to receive a copy of the information we hold about you if you apply to us in writing and marking your letter for the attention of the Director of Legal Services, at James House, 55 Welford Road, Leicester, LE2 7AR or by email to [uk-Legal@europcar.com](mailto:uk-Legal@europcar.com). Our full privacy policy is available at [www.europcar.co.uk/privacy-policy](http://www.europcar.co.uk/privacy-policy)

## TERMS AND CONDITIONS

### 1 DEFINITIONS

1.1 In these terms and conditions of trading:

- (a) **“Agreement Administration Fee”** means a one-off non-refundable Administration Charge which forms part of the Advance Payment (see the Key Financial Information on page 1 of the agreement) and is payable once your application has been approved. This charge will be used to cover our back-office costs in the setting up of the agreement.
- (b) **“BVRLA”** means the ‘British Vehicle Rental and Leasing Association’ which is our trade association and is approved by the UK Government for resolution of consumer disputes relating to car rentals that take place in the UK. Further details about BVRLA can be obtained at the following address: <http://www.bvrla.co.uk/>.
- (c) **“delivery & collection charge”** is a one-off charge that covers both delivery of a Vehicle to, and its collection from, an address that is in Northern Ireland or in Glasgow or beyond at the start and end of the Rental Period. The cost for such delivery and collection is set out in the Tariff Guide. Outside of these restrictions, delivery and collection is included in the Rental Payment;
- (d) **“Engineer’s Charge”** means the fee we will require you to pay if we:
  - (i) exercise our option under clause 4.18(b)(i)(C) to inspect a repair you have made to the Vehicle following an accident or incident; or
  - (ii) if you return the Vehicle to us at the end of the Rental Period with damage that does not meet the Fair Wear and Tear standards that are set out in Schedule 2 to this agreement (Guide to Fair Wear & Tear) and we have to undertake repairs to it.The Engineer’s Charge is detailed in the Tariff Guide.
- (e) **“Europcar”** means Europcar Group UK Limited, a company registered in England and Wales under company registration number 1089053 and whose registered office is at James House, 55 Welford Road, Leicester, LE2 7AR. Europcar’s consumer credit licence number is 779407.
- (f) **“Excess Mileage Charge”** means a charge as set out in to the Key Financial Information on page 1 of this agreement for each mile you travel in the Vehicle that exceeds the Inclusive Mileage Allowance applicable to the Rental Period. See clause 5.1 and the Tariff Guide.
- (g) **“Fair Wear and Tear”** means the standard set out in our Guide to Fair Wear and Tear & Return Conditions under Schedule 2 to this agreement and is based on the BVRLA Fair Wear and Tear standards for daily rental.
- (h) **“Fees & Charges”** means the Agreement Administration Fee; Damage Administration and the Light Damage Administration Charges; the Engineer’s Charge; the Excess Mileage Charge, the Fuel Charge and the Lost Keys Fee; the Third Party Administration Charge. The cost of these Fees & Charges is set out in the Tariff Guide under Schedule 1 to this agreement from time to time
- (i) **“Fuel Charge”** means the cost for each litre of fuel which we use to refill the fuel tank of the Vehicle up to one-quarter full if you return it to us with a fuel tank that is less than one -quarter full (see clause 5.2(b)). The price per litre will be equal to the price for diesel or unleaded petrol (whichever applies to the Vehicle) that is published by the RAC at the following website address: <https://www.rac.co.uk/drive/advice/fuel-watch/> from time to time. In addition and to compensate us for our loss we will charge you a one-off refuelling charge as set out in the Tariff Guide under Schedule 1 to this agreement.

- (j) **“Inclusive Mileage Allowance”** means the number of miles per year that you elect to have included as part of your Rental Payment. The Inclusive Mileage Allowance is set out in the Key Financial Information on page 1 of this agreement.
- (k) **“Keys Fee”** the cost, as set out in Tariff Guide, for us to administer a replacement key if your key is lost or stolen or damaged or if you fail to return it when you return the Vehicle to us. The Keys Fee is in addition to the cost of the keys themselves as set out in the Light Damage Pricing Schedule.
- (l) **“Light Damage”** means any minor damage to the Vehicle (or the loss of (or damage to) the Vehicle's keys, Accessories, or documentation) which is listed in our Light Damage Charges Schedule which you will find at the following address on our website: <https://www.europcar.co.uk/terms-and-conditions/damage-management-policy>.
- (m) **“Loss of Use Charge”** is a charge to take account of our loss of revenue if the Vehicle requires repair following its return to us at the end of the Rental Period. We calculate the Loss of Use Charge as detailed in clauses 4.25(h)(ii)(B) or 4.25(i)(ii) (whichever applies in the circumstances).
- (n) **“Mainland UK”** means England, Scotland, Wales and Northern Ireland excluding all and any islands.
- (o) **“Rental Period”** means the period of time when you have possession and use of the Vehicle starting on the date the Vehicle is delivered to you and ending when you surrender the Vehicle and its keys back to us. Subject always to clauses 7 and 8 the Rental Period will continue for a minimum period of 3 months. This agreement will terminate at the end of the Rental Period.
- (p) **“Serious Damage”** means any damage other than Light Damage to the Vehicle or a Tyre Replacement.
- (q) **“Tariff Guide”** means the details of additional and default charges that apply under this agreement. The Tariff Guide is attached under Schedule 2.
- (r) **“Third Party Administration Charge”** means a fee as set out in the Tariff Guide under Schedule 1 to this agreement which is payable as consideration for any administration work carried out by us under this agreement.
- (s) **“Tyre Replacement”** means any damage to a tyre on the Vehicle which requires us to replace the tyre with a new tyre that is listed in our Tyre Charges Schedule which you will find at the following address on our website: <https://www.europcar.co.uk/terms-and-conditions/damage-management-policy>.
- (t) **“Working Day”** means Monday to Friday 08:00hrs to 18:00hrs.
- (u) **“VAT”** means value added tax calculated in accordance with the Value Added Tax Act 1994.

## 2 RENTAL

We are letting the Vehicle to you (subject to these terms) for the monthly Rental Payment and any Other Payments for the Rental Period.

## 3 PURPOSE OF THE HIRE

You acknowledge that you are taking the Vehicle on hire for your own purposes such purposes take into account the restrictions set out in clauses 4.10 and 4.14 and 4.24 below.

## 4 YOUR OBLIGATIONS

### (A) PAYMENT, CHARGES & INSURANCE

#### 4.1 Method of Payment

- (a) You must pay the Agreement Administration Charge before the agreement is signed using the debit card associated with the bank account from which Rental Payments will be drawn by direct debit.
- (b) You must pay
  - (i) the first Rental Payment plus the delivery and collection charge (if this applies) one (1) Working Day before the day the Vehicle is due to be delivered using the debit card associated with the bank account from which the remaining Rental Payments will be made; and
  - (ii) the second and all subsequent Rental Payment sums due to us under this agreement by direct debit according to the dates set out in the Schedule of Monthly Rental Payments that forms part of this agreement.

**If you do not make the first Rental Payment and the delivery and collection charge (if it applies) on the due date then the Vehicle will not be delivered.**

- (c) Payments for all additional charges will be made by direct debit. We will send you a letter and an invoice to notify you of the additional charges that may be due to us and giving you at least 14 days' notice of when the amount will be taken from your bank account.

#### 4.2 Rental Payments & additional charges

- (a) You must pay to us the Rental Payments in the manner set out under the heading 'Key Financial Information'.
- (b) Payments for all Rental Payments will be made monthly in advance as follows:
  - (i) the first Rental Payment plus the delivery and collection charge (if applicable) will be made by debit card one Working Day before the date of delivery of the Vehicle and will cover the Rental Payment for the month following the date of delivery and delivery to and collection from an address in Northern Ireland or Glasgow and beyond (if this is applicable); and
  - (ii) the second and all subsequent Rental Payments will become due on the anniversary of the delivery date of each calendar month thereafter and will be paid by direct debit payment according to the Schedule of monthly Rental Payments attached to this agreement until at least 3 monthly payments have fallen due, and, if the Rental Period ends after the 3<sup>rd</sup> monthly payment falls due, continuing, with one monthly payment to fall due in respect of each month of the Rental Period, up until the end of the Rental Period (see clauses 7 and 8).

The Rental Payment dates are set out in the Schedule of Monthly Rental Payments attached to this agreement.

- (c) Payments for all additional charges will be made by direct debit. We will send you a letter and an invoice to notify you of any additional charges that may be due to us and give you at least 14 days notice of when the amount will be taken from your bank account.
  - (i) You can challenge the charge **within 14 days of the date of our letter** by writing to us and giving a legitimate reason why the charge should not apply.

- (ii) If you do not contact us or you admit the validity of the charge then we will take the money from your bank account by direct debit on or around the 15th day following the date of the letter or the next nearest Working Day.

#### 4.3 Fines, charges, etc

- (a) Where the term '**issuing body**' is used in this clause 4.3 it can apply to any, or all, of the following organisations:
  - (i) police or other enforcement agencies or other issuing authorities where a driving offence or suspected driving offence has been committed during the Rental Period; and
  - (ii) either a public or a private enforcement agency that is entitled to issue parking charge notices and associated fines where a purported or actual breach of contract has arisen.
- (b) You are responsible for and will pay for and indemnify us against (as an obligation surviving termination of this agreement) all charges arising during the Rental Period from:
  - (i) any congestion or parking charges (or failure to pay them);
  - (ii) a breach of any parking restrictions or a road traffic offence or any other offence or infringement involving the Vehicle such as (but not limited to) lane infringement, tunnel, turning and bus lane charges including the costs from the Vehicle being clamped, seized or towed away and any other charges/costs (or failure to pay them) levied by a relevant issuing body.

**You are and will remain primarily liable for such charges and you consent to us notifying such issuing bodies of your personal details to effect a transfer of liability.**

- (c) If any such charges, fines or penalties arise and/or remain unpaid by you and are sent to us for payment or if we are required to provide information about you to such issuing body (whether or not there is any unpaid charge) then, in addition to the amount of the penalty, you must pay us the Third Party Administration Charge. You have the right to challenge that Third Party Administration Charge **within 14 days of the date of the invoice**. The Third Party Administration Charge will only be refunded if you can provide supporting evidence to show that the issuing body
  - (i) has rescinded the fine or penalty; and/or
  - (ii) confirms that the original charge did not apply in any event.
- (d) If we receive a penalty charge notice that is issued for the Vehicle during your Rental Period and which is capable of being paid then we may pay it so that we mitigate the cost of it. **Where we, at our discretion and for whatever reason, choose to pay such charges you will reimburse us the said charge plus our Third Party Administration Charge (for each charge we pay or each time we deal with such correspondence).** If we do pay it then we will take the following actions:
  - (i) we will inform you by letter that we have paid the penalty and we will enclose an invoice for the cost of the penalty plus our Third Party Administration Charge; and
  - (ii) we will tell you that we intend to take the money for the cost of the penalty and the Third Party Administration Charge by direct debit from your account on or after **14 days from the date of our letter** unless you write to us with a legitimate reason why the fine or penalty should not have been paid.
  - (iii) If you do not contact us or you admit the validity of the fine or penalty then we will take the money from your account on or around the 15th day following the date of the letter.
  - (iv) If you do contact us with a legitimate reason as to why the fine or penalty should not be paid then we will put this to the issuing body.

- (A) If the issuing body refuses your appeal then we will confirm this to you and then take the money for the cost of the penalty and the Third Party Administration Charge from your account in 2 Working Day from the date of our letter notifying you that the issuing body has refused your appeal.
- (B) If the issuing body allows the appeal and both rescinds the fine or penalty and confirms to us that the original charge did not apply in any event then we will not take any money from your account.

#### 4.4 Seizure of Vehicle

If the Vehicle is seized by Customs and Excise or Immigration Authorities or any relevant authority or contracting party or landlord then, unless the seizure arises because of something we have done or failed to do, in addition to continuing charges for the Rental Payment during the period of seizure you must pay (or indemnify us for any payment we make for) any civil penalty, the cost of recovery and/or repatriation of the Vehicle, any associated third party costs (if any) and/or the cost to repair any damage suffered by the Vehicle as a result of or arising out of the seizure.

#### 4.5 Pay taxes

You must pay all taxes and impositions for the Vehicle and its letting under this agreement except for:

- (a) those for which we are liable under this agreement; and
- (b) taxes on, or assessed by reference to, our profits; and
- (c) any VAT which we are able to reclaim from HM Revenue and Customs;

#### 4.6 Variations

- (a) If during the Rental Period there is any change in the rate of tax (including VAT), the basis of taxation or writing-down allowances from those prevailing on the date of this agreement or any change in our costs, we may increase the Fees & Charges and the Rental Payment, to reflect such changes but will give you not less than 28 days' prior written notice of the proposed variation.
- (b) If we propose a variation to the Fees & Charges and the Rental Payment in accordance with clause 4.6(a) of these terms, you have a right to end this agreement (but this does not affect any rights or liabilities which have arisen before the agreement ends) in accordance with clause 6 of these terms.

#### 4.7 Costs

You are responsible for any and all reasonable legal and other costs and expenses incurred by us

- (a) in attempting to obtain repayment of any money you owe; and/or
- (b) in attempting to trace and/or recover possession of the Vehicle.

#### 4.8 Interest on overdue payments

- (a) You must pay to us interest on any sums which are 5 days or more overdue at 5% per annum above the Bank of England base lending rate on a day to day basis from the due date until the date that such payment clears (both before and after any judgment).
- (b) You must pay such interest on demand but this is without prejudice to any other right or remedy which we may have under this agreement.



#### 4.9 **Insolvency**

You must not:

- (a) allow the levy against you of any distress or execution,
- (b) present, or allow to be presented, any application for an interim order or petition for a bankruptcy order within the meaning of the Insolvency Act 1986;
- (c) enter into or attempt to enter into a composition with your creditors, nor call, or suffer to be called, a meeting whether formal or informal of your creditors or any of them

#### 4.10 **Insurance**

- (a) You must insure and keep insured the Vehicle under a comprehensive policy against loss or damage (including windscreens) to its full replacement value, free from limitation or excess, with insurers approved by us (such approval not to be unreasonably withheld), such policy to bear an endorsement recording our interest in the Vehicle (the **"Insurance Policy"**).
- (b) If the Insurance Policy includes an excess, you are responsible for and must pay such excess.
- (c) Before entering into this agreement and, in any event, before the vehicle can be delivered, you must provide us with a copy of the Insurance Policy.
  - (i) If there is any change to the Insurance Policy during the Rental Period, you must immediately tell us by writing to the Regulated Business Unit at James House, 55 Welford Road, Leicester, LE2 7AR.
  - (ii) You must, within 7 days of the Insurance Policy changing or expiring, provide a copy of the replacement insurance policy to the Regulated Business Unit at James House, 55 Welford Road, Leicester, LE2 7AR. If you fail to do so, we may terminate this agreement in accordance with clause 8.
- (d) You must immediately inform us of any loss of or damage to the Vehicle by notifying us by email to [longtermflex@europcar.com](mailto:longtermflex@europcar.com) and complying with the requirements of clause 4.18(b). You must:
  - (i) complete and return our Accident Report Form (which will be sent to you by return email from [longtermflex@europcar.com](mailto:longtermflex@europcar.com) following your notification to us of the loss of or damage to the Vehicle); and
  - (ii) use your best endeavours to supply us with details of any third party or third party vehicle involved in any accident with the Vehicle.
- (e) You must (upon receipt of same) immediately pay to us any insurance money you receive for the Vehicle under the Insurance Policy. If payment is made to us, it will be accepted in partial settlement of sums owing by you to us. You remain fully responsible to us under the terms of this agreement.
- (f) You irrevocably authorise us to collect the insurance monies from the insurers. If a claim is made against the insurers and if, in our reasonable opinion, you are acting unreasonably in respect of the claim we reserve the right to protect our interests and conduct negotiations and effect a settlement with the insurers. In these circumstances you agree to be bound by such settlement. Any insurance money will be applied as follows at our option:
  - (i) in making good the damage; or

- (ii) in replacing the Vehicle by another similar vehicle for the remainder of the Rental Period to which the terms of this agreement will apply; or
- (iii) in compensating us for all loss suffered by us,

any surplus being paid to, and any deficiency made up by, you, provided that loss or damage to the Vehicle does not affect continuance of this agreement or your liability for payment of Rental Payments or any other sums due under this agreement.

- (g) You must indemnify us (in the event that we agree any modification or restriction in the insurance cover required by this agreement, or if the Vehicle is found not to be insured to its full replacement value, or if the insurers for any reason to repudiate any claim) against all losses, costs, claims, damages and expenses sustained by us
- (h) We accept no responsibility for loss and/or damage caused to a Vehicle if it is driven in breach of the terms of this agreement. You must indemnify us for any loss, cost, damage or liability incurred by us as a result of any lack of insurance or if the Vehicle is driven by an uninsured driver.

#### 4.11 **Not to avoid insurance**

- (a) You must not do, or allow to be done, anything which may make void or voidable the Insurance Policy.
- (b) You must punctually pay all premiums for the Insurance Policy.

### **(B) USE OF THE VEHICLE**

#### 4.12 **Driver's qualifications**

The Vehicle may be driven only by a person who is covered by the Insurance Policy and who has held a full (not a provisional) driving licence for a minimum of 12 months before the start of the Rental Period.

#### 4.13 **Use of the Vehicle**

You must ensure that the Vehicle is used properly and safely and without risk to health and in accordance with the provisions of clause 4.14 below.

#### 4.14 **Restrictions on use of the Vehicle**

You must not use or allow the Vehicle to be used:

- (a) for hire or reward,
- (b) for rehire;
- (c) to carry more passengers than is recommended by the Vehicle's manufacturer;
- (d) to carry flammable and/or dangerous merchandise; toxic, harmful and/or radioactive products or those that infringe applicable local laws and regulations, or to transport merchandise with a weight, quantity and/or volume in excess of what is recommended by the Vehicle's manufacturer;
- (e) for racing, pacemaking, off-roading, reliability trials, speed testing or to take part in any other sporting competitions wherever they are located, official or not;

- (f) to push or tow another vehicle or trailer (except where the Vehicle is already fitted with a tow-hook when the maximum load will be 1,000 kilo); or
- (g) to intentionally commit an offence.

#### 4.15 Use outside Mainland UK

- (a) You must not take the Vehicle or allow it to be taken outside Mainland UK without our prior written consent. We can give you consent to take and use the Vehicle abroad by supplying a form 'VE103B' **provided that you give us at least 7 days prior written notice**. There will be a charge for this which is set out in the Tariff Guide.
  - (i) Form VE103B will contain details of the Vehicle, your name and address (or those of the driver) and the dates the Vehicle will be used outside of the UK. This is a legal document and acts as an alternative to the V5C.
  - (ii) If you travel abroad in the Vehicle without this document you can be detained by customs officials whilst they check with us to ensure you have our authority to use the Vehicle in this way. You will be responsible for and will indemnify us against all costs, loss or liability arising as a result of your failure to obtain, and take with you, the form VE103B.
- (b) If it is not possible to arrange appropriate insurance cover in the country of destination then we reserve the right to refuse to allow the Vehicle to be used in that country.
- (c) If we provide our written consent to you taking the Vehicle outside of the UK, you must arrange Green Card insurance with your insurer. You must comply with any insurance in force for the Vehicle, passengers, contents, rental and third parties. If any additional document is to be supplied by us to comply with any regulations or codes of practice (for example form VE103B) we reserve the right to make an additional charge for it which you agree to pay.
- (d) You must ensure that the Vehicle complies with all local legislation and that you are satisfied of all and any relevant local driving laws for countries outside of Mainland UK.

### (C) CARE OF THE VEHICLE: REPAIR, SERVICING & MAINTENANCE

#### 4.16 Repair

You must keep the Vehicle in good repair and condition except for Fair Wear and Tear.

#### 4.17 Servicing and maintenance

- (a) We will ensure all servicing, warranty repairs and replacements are carried out, as and when recommended by the manufacturer, at service stations approved by us. You must make the Vehicle available for such servicing, warranty repairs or replacements.
- (b) If any servicing, warranty repairs and replacements are required (in our reasonable opinion) as a result of mis-use or negligence which has taken place during the Rental Period or if you have failed to make the Vehicle available for such servicing, warranty repairs or replacements when reasonably requested to do so which causes damage or detriment to the Vehicle then, you will be responsible for the cost of such works.
  - (i) We will tell you the cost of the works within 28 days of them being completed.

- (ii) You must pay such cost plus our Damage Administration Charge by direct debit on the next available direct debit draw-down date that occurs within 7 days of our notifying you of the cost.

#### 4.18 Breakdown , Accidents & Manufacturer Recalls

(a) In the event of a Breakdown

- (i) We undertake to provide your Vehicle in good working order and to function satisfactorily throughout the Rental Period. If the Vehicle breaks down in the UK during the Rental Period you must immediately contact the manufacturer using the manufacturer recovery telephone number supplied with the Vehicle's documentation (eg., RAC / AA); and you should also let us know by email to [longtermflex@europcar.com](mailto:longtermflex@europcar.com).
- (ii) The manufacturer will, as soon as reasonably practicable after being informed of the breakdown, arrange to repair the Vehicle so that it is rendered functional and safe to use for the remainder of the Rental Period. Provided the breakdown is due to the failure of a part or parts that are covered by the manufacturer's warranty and not as a result of your error, abuse, negligence or wilful default then the repair of the Vehicle will be made free of charge. We will liaise with the manufacturer on your behalf to manage the repair.
- (iii) If you do not call the manufacturer in accordance with clause 4.18(a) or if the fault to the Vehicle is attributable to your error, abuse, negligence or wilful default then you will be liable for the cost of repair and/or replacement of parts (whichever shall apply) and/or cleaning and/or the cost of recovery of the Vehicle together with any relevant fees or charges the manufacturer may impose. Such driver error or negligence will include (but is not restricted to) incidents such as refuelling with incorrect fuel, breaking down because you have allowed the Vehicle to run out of fuel, smoking in the Vehicle, keys locked in the Vehicle and damage to tyres and windscreen.
- (iv) If the Vehicle develops a fault during the Rental Period then you must immediately inform us by email to [longtermflex@europcar.com](mailto:longtermflex@europcar.com) and must not use the Vehicle whilst it is unroadworthy.

(b) In the event of an Accident

If the Vehicle is involved in an accident or incident during the Rental Period and there is damage to the Vehicle then you must comply with the requirements of clause 4.10(d) and supply photographs as to the extent of the damage.

- (i) If the Vehicle is repairable:
  - (A) You are responsible for having the damage repaired and you must ensure that the repair is carried out by a reputable repairer or dealer.
  - (B) You should notify us by email to [longtermflex@europcar.com](mailto:longtermflex@europcar.com) within a reasonable time of the repair having been completed and you should provide photographs to evidence the repair.
  - (C) If the damage, in our reasonable opinion, is deemed to be significant or it is safety related then we reserve the right to review the repair to ensure it complies with our repair standards. If we take up this option then you will be required to pay our Engineer's Charge as detailed in the Tariff Guide.

- (ii) If the Vehicle is deemed by your Insurer to be a total loss then you must notify us as soon as is reasonably practicable.
  - (A) The provisions of clauses 4.10(d), 4.10(e), 4.10(f), 4.10(g) and 4.10(h) will apply; and
  - (B) If we are unable to supply a replacement vehicle in accordance with clause 4.10(f)(ii) then we will terminate this agreement subject to clause 8.2 and the provisions of clause 8.3 will apply.
- (c) In the event of a Manufacturer's Recall
  - (i) If the Vehicle is subject to a recall by its manufacturer then we will notify you that your Vehicle is required for rectification and we will arrange for the Vehicle to be collected from you and replaced with a temporary replacement vehicle that is similar to the Vehicle.
  - (ii) Once the rectification work is completed we will arrange for the Vehicle and the temporary replacement vehicle to be exchanged.

#### 4.19 **Permit inspection**

You must, at least every three months, allow us to inspect the Vehicle and its mileage recorder and, for such purpose, to let us have access to any premises where the Vehicle may be. If you fail to do so, you must pay us the Third Party Administration Charge within 7 days of such failure.

#### 4.20 **Loss of or damage to keys**

If the Vehicle's keys are lost or stolen or damaged or are not returned to us when you give the Vehicle back to us then, in addition to the cost of the replacement keys, you must pay us the Light Damage Administration Charge for each set of keys that is lost, stolen, damaged or not returned.

#### 4.21 **Not to deface paintwork**

You must not (unless you have our prior written consent) deface or allow to be defaced the paintwork, body and coachwork of the Vehicle.

#### 4.22 **Not to alter Vehicle**

You must not carry out any alteration or modification to the Vehicle without our prior written consent.

#### 4.23 **Required Modifications to the Vehicle**

If the Vehicle becomes liable under any statutory enactment to be altered or modified we will make the required alterations or modifications at our expense.

#### 4.24 **Not mortgage etc**

You must not mortgage, charge, pledge, assign, underlet or lend the Vehicle nor mortgage, charge or assign your interest under this agreement.

## (D) RETURN OF THE VEHICLE AT THE END OF THE RENTAL PERIOD OR EARLIER TERMINATION

### 4.25 Return of Vehicle

- (a) You must return the Vehicle to us in a condition consistent with the performance of your obligations under this agreement at the end or earlier termination of the Rental Period. It should be in a condition that, as a minimum, meets the standards set out in Schedule 2 to this agreement (Guide to Fair Wear and Tear & Return Conditions).
- (b) When we collect the Vehicle from you we (meaning both you and us) will inspect it and we will each countersign the “**statement of return**”. In addition to showing the date and time the Vehicle was passed back into our possession the statement of return will also record the condition of the Vehicle at the point of collection. In particular it will note any damage to the Vehicle which does not meet our Fair Wear & Tear standards and which you have not repaired prior to its return. In these circumstances:
- (i) we are entitled to repair the Vehicle so that it is restored to comply with our Fair Wear and Tear standards; and
  - (ii) you will be liable to pay the repair charges detailed in clauses 4.25(f)(i) up to and including 4.25(i), regardless of whether the damage was caused by you or a third party (including a third party with whom you have had an accident or a Government, authority or organisation whether in or outside the UK which has seized the Vehicle and/or its keys, Accessories, or documentation), unless
    - (A) it was caused by our fault or negligence or our breach of this agreement; or
    - (B) we have received a payment from your insurer or a liable third party to the extent detailed in clause 4.25(b)(iii).
  - (iii) Where you pay the damage charges as detailed in clauses 4.25(f)(i) to 4.25(i) and subsequently:
    - (A) a third party admits, or is determined by a relevant court to be responsible for some or all of the damage; and
    - (B) we recover sums from the third party or the third party insurer;we will assess whether we have recovered more than our overall loss and reimburse you, as appropriate.
- (c) If Light Damage (as defined in clause 4.25(f)(i)) or the need for a Tyre Replacement (as defined in clause 4.25(g)(i)) is identified when the inspection is made and if you acknowledge the damage by signing the statement of return of the Vehicle we will provide you with an invoice detailing the applicable charges and you will pay us in accordance with the provisions of clause 4.2(c) above.
- (d) If you contest the damage and/or the invoice by refusing to sign the statement of return for the Vehicle, or where the charge cannot be determined at the time of check-in, then we will send you the following documents and you have the option to follow the procedure in clause 4.25(e) below.
- (i) the statement of return for the Vehicle detailing all the damage we identified;
  - (ii) pictures of the damage; and
  - (iii) an invoice detailing the applicable charges.
- (e) Querying the Damage Charges

You have fourteen (14) days from the date on which the email or the letter detailed in clause 4.25(d) above is sent to you to challenge your liability for the damage identified and/or the charges levied

by us. If you do not challenge within this period of fourteen (14) days, we will invoice the charges to you and you will pay us in accordance with the provisions of clause 4.2(c) above.

**Damage Charges:**

(f) Light Damage

- (i) Any minor damage to the Vehicle (or the loss of (or damage to) the Vehicle's keys, Accessories, or documentation) which is listed in our Light Damage Charges Schedule is classified as '**Light Damage**'. Examples of Light Damage to the Vehicle include small scratches, chips or dents to any part of the Vehicle (including certain repairs to the windscreen and tyres, as listed in the Light Damage Charges Schedule which can be found on our website: [www.eurocar.co.uk/terms-and-conditions/damage-management-policy](http://www.eurocar.co.uk/terms-and-conditions/damage-management-policy))
- (ii) Where the Vehicle has suffered Light Damage, notwithstanding your obligations to us under clause 4.16 and 4.25(a) above, this means the Vehicle does not necessarily require immediate repair for safety or cosmetic reasons before it can be rented to another customer.
- (iii) In relation to Light Damage suffered by the Vehicle during your Rental Period therefore you will pay us:
  - (A) the pre-agreed fixed sum(s) set out in the Light Damage Charges Schedule. This contains a list of charges broken down by the Vehicle type and the nature of the Light Damage; and
  - (B) a Light Damage Administration Charge which is set out in the Tariff Guide.
- (iv) The pre-agreed fixed sums(s) in the Light Damage Charges Schedule are set by us at an amount that seeks genuinely to estimate the sums that we would have to pay our suppliers to repair the Light Damage (or to replace the Vehicle's keys, Accessories, or documentation). In the case of Light Damage you will have the certainty of paying a pre-agreed fixed sum and you will not pay a Loss of Use Charge or a separate Engineer's Charge.

(g) Tyre Replacement

- (i) Any damage to a tyre on the Vehicle which requires us to replace the tyre with a new tyre that is listed in our Tyre Charges Schedule (which can be found on our website: [www.eurocar.co.uk/terms-and-conditions/damage-management-policy](http://www.eurocar.co.uk/terms-and-conditions/damage-management-policy)) is classified as a '**Tyre Replacement**'.
- (ii) In relation to a Tyre Replacement you will pay us:
  - (A) the pre-agreed fixed sum(s) set out in the Tyre Charges Schedule. This contains a list of charges, broken down by tyre and by supplementary charges that will apply if an out-of-hours and/or remote location call-out is necessary; and
  - (B) a Light Damage Administration Charge which is set out in the Tariff Guide.
- (iii) The pre-agreed fixed sums(s) in the Tyre Charges Schedule are set by us at an amount that seeks genuinely to estimate the sums that we would have to pay our suppliers to replace the tyre. In the case of a Tyre Replacement you will have the certainty of paying a pre-agreed fixed sum and you will not pay a Loss of Use Charge or a separate Engineer's Charge.

(h) Serious Damage

- (i) Subject to clause 4.25(i), any damage other than Light Damage to the Vehicle or a Tyre Replacement is classified as '**Serious Damage**'.
- (ii) In relation to Serious Damage suffered by the Vehicle during your Rental Period you will:
- (A) pay us the sums we become liable to pay to our suppliers in recovering and/or repairing the Vehicle, for which you will indemnify us as a debt; and
- (B) a Loss of Use Charge which is a charge to take account of our loss of revenue while the Vehicle is being repaired. We calculate the Loss of Use Charge on the basis of a daily pro-rata of your monthly Rental Payment. The number of days charged by us for loss of use of the Vehicle will comprise:
- (I) for Serious Damage other than Serious Damage to the windscreen:
- one day for the Vehicle to be taken in for repair;
  - one day for each period of four hours (or part thereof) of labour required by the relevant supplier to effect the repair; and
  - one day for the Vehicle to be returned to us and checked in following the repair,
- (II) for Serious Damage to the windscreen, two days,
- in each case, adjusted to reflect the estimated percentage utilisation of our fleet, which is calculated quarterly; and
- (C) an Engineer's Charge which is set out in the Tariff Guide; and
- (D) a Damage Administration Charge which is set out in the Tariff Guide.
- (iii) In relation to clauses 4.25(f)(i) up to and including 4.25(h)(ii), we inform you that:
- (A) where a repair or part replacement inevitably puts the Vehicle into a better condition than it was at the start of the Rental Period the amount for which you are liable to us will not be reduced to reflect the new for old replacement and/or the pre-existing condition of the Vehicle; and
- (B) you will not receive any credit to reflect the benefit that we may subsequently receive in the context of any commercial arrangements that we may have in place with our suppliers because of our overall relationship with them (including its size).

(i) Total Loss

Where we evaluate any damage caused to the Vehicle as being sufficiently serious that its repair would not be possible, or our Engineer determines it would be uneconomic or impractical to repair, we refer to this as '**Total Loss**'. In the event of a Total Loss, clauses 4.25(h)(i) to 4.25(h)(ii) do not apply, and you or your insurer will:

- (i) pay us the sums (for which you will indemnify us as a debt) representing the pre-accident value of the Vehicle and any Vehicle recovery charges, less any sums that we recover in respect of the Vehicle when it is sold for salvage; and
- (ii) a Loss of Use Charge which is a charge to take account of our loss of revenue on a Vehicle which is a Total Loss. We calculate the Loss of Use Charge on the basis of a daily pro-rata of your monthly Rental Payment, adjusted to reflect the estimated percentage utilisation of our fleet, which is calculated quarterly. The charge is payable in respect of each day, or part day, after the end of the Rental Period up to the point that the Vehicle is sold for salvage; and



- (iii) an Engineer's Charge (this is set out in the Tariff Guide); and
- (iv) a Damage Administration Charge which is set out in the Tariff Guide.

(j) Damage to Third Parties

You are responsible for the cost of any damage you cause to another party, their property, the vehicle they are in and any and all uninsured losses that are otherwise incurred during the Rental Period.

## 5 OTHER TERMS

### 5.1 Mileage

- (a) You acknowledge that the mileage is recorded from the time the Vehicle begins its delivery journey to you until it is returned to us and the keys handed over at the end of the Rental Period. For the avoidance of doubt, the delivery distance will be excluded from the Excess Mileage calculation.
- (b) If you exceed the Inclusive Mileage Allowance, you must pay us, on demand a charge calculated by multiplying the number of miles travelled in excess of the Inclusive Mileage Allowance by the Excess Mileage Charge.
- (c) For the avoidance of doubt:
  - (i) If, for example, the Inclusive Mileage Allowance is 12,000 miles a year and the time which has passed from the date of delivery of the Vehicle and the Vehicle's return is six months, the Inclusive Mileage Allowance will be apportioned on a pro-rata basis so that any mileage over 6,000 miles will be charged by reference to the Excess Mileage Charge
  - (ii) If the Vehicle is returned on a date other than a monthly anniversary of the date of the Vehicle's delivery, the apportionment of the Inclusive Mileage Allowance will assume that the Vehicle was returned on the date that the next Rental Payment fell due.
- (d) You must ensure either:
  - (i) accurate mileage readings are made available to us; or
  - (ii) you allow us to inspect the Vehicle to take a reading of the Vehicle's mileage, on request or at least on each quarterly, anniversary of the date you take delivery of Vehicle.

### 5.2 Fuel

- (a) The Vehicle is supplied with a quarter of a tank of fuel and must be returned with the fuel tank filled to the same level of fuel.
- (b) If the Vehicle is not returned with a tank that is at least one quarter full of fuel at the end of this agreement, you must pay to us, on demand, the cost of each litre of fuel we use to return the tank to one-quarter full calculated at the price for diesel or unleaded petrol (whichever applies to the Vehicle) that is published from time to time by the RAC at: <https://www.rac.co.uk/drive/advice/fuel-watch/> together with the Fuel Charge (as set out in the Tariff Guide) to compensate us for our loss as a result of your breach of this obligation.

### 5.3 Your Own Property

- (a) You acknowledge that any property (including parcels and packages) placed within the Vehicle is there at the owner's risk and that we have no responsibility for such property. You must ensure that there is no personal property in the Vehicle when it is returned to us.
- (b) We will dispose of any unclaimed property two months after the date of the Vehicle's return to us.

## 6 YOUR RIGHT TO END THIS AGREEMENT UPON CHANGES TO FEES & CHARGES

- 6.1 If we propose to increase the cost of the Fees & Charges in accordance with clause 4.6(a) of these terms, you have a right to end this agreement (but this does not affect any rights or liabilities which have arisen before the agreement ends) by sending written notice to us within 7 days of receiving notification of the proposed variation to the Fees & Charges.
- 6.2 If you provide written notice in accordance with 6.1 of these terms, the agreement will end 21 days after receipt of your letter. Upon the agreement ending, you will be liable to us in accordance with clause 8 of these terms.
- 6.3 For the avoidance of doubt, if you provide written notice in accordance with 6.1 of these terms the proposed variation to the Fees & Charges will not happen.

## 7 YOUR RIGHT AND OUR RIGHT TO END THIS AGREEMENT

- 7.1 You have a right to end this agreement by giving us not less than one months' written notice.
- 7.2 We have a right to end this agreement by giving you not less than 14 days' written notice.

## 8 TERMINATION

- 8.1 We may terminate this agreement, without prejudice to any other right or remedy which may be available to us and subject to service (if necessary) of a notice under the Consumer Credit Act 1974 (the "**CCA 1974**"), and recover possession of the Vehicle if:
  - (a) you default in any of your payment obligations under this agreement and such a default occurs for more than 5 days;
  - (b) you fail to provide a copy of the replacement policy for the Insurance Policy in accordance with clause 4.10(c)(ii);
  - (c) you commit a breach of this agreement which is irremediable, or which breach (if remediable) is not remedied within the service of written notice from us requiring you to do so;
  - (d) any of the insolvency events set out in clause 4.9 occur;
  - (e) you start negotiations with all or any class of your creditors with a view to rescheduling your debts, or make any proposal for or enter into any compromise or arrangement with, your creditors; or
  - (f) you voluntarily surrender the Vehicle to us before expiry of the Rental Period.
- 8.2 This agreement will terminate (subject to service (if necessary) of a notice under the CCA 1974) if a total loss occurs in relation to the Vehicle.

8.3 Save where the events under clause 4.18(b)(ii) apply then upon termination of this agreement:

- (a) Our consent to your possession of the Vehicle immediately ends;
  - (i) You must deliver up and/or return the Vehicle to us; or
  - (ii) We may (by our authorised representative) without notice and at your expense retake possession of the Vehicle;
- (b) Without prejudice to any of our rights or remedies, you must immediately pay us any sums due and / or which would, but for the termination, become due under this agreement including:
  - (i) any Rental Payment and other sums due under this agreement but unpaid (whether demanded or not) together with interest under clause 4.8 and costs under clause 4.7;
  - (ii) any Rental Payment that is yet to fall due (if any) up to and including the 3rd Rental Payment if the Vehicle is returned to us before expiry of the minimum three months Rental Period;
  - (iii) any charge payable under clause 5.1 if you exceed the Inclusive Mileage Allowance (apportioned, where appropriate);
  - (iv) any fine or charge or other sum payable by you to us under clauses 4 or 5;
  - (v) any costs and expenses incurred by us in accordance with clause 4.7.

## 9 LIABILITY & INDEMNITY

9.1 Each party accepts liability for:

- (a) without limit, death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation or wilful default or any matter in respect of which it would be unlawful for the party to exclude or restrict liability;
- (c) other direct and proven loss or damage to property caused by its negligence or, in Europcar's case, the negligence of its employees, subcontractors or agents in which case liability is limited:
  - (i) in aggregate and for each year to a maximum value of this agreement in the 12 months immediately preceding the relevant claim; and
  - (ii) for each individual claim or series of related claims to the value of this agreement in the 12 months immediately preceding the relevant claim.

9.2 You must indemnify us (as an obligation surviving termination of this agreement) against any claims for any loss, cost, injury or damage sustained by us or arising out of this agreement and pay us on demand any valid Fees or Charges that are associated with your possession and use of the Vehicle.

9.3 Subject to clauses 9.1(a) and 9.1(b) of these terms and conditions, neither party will be liable to the other whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, business or production (whether direct or indirect), or any indirect or consequential loss arising under or in connection with this agreement.

9.4 Except for the liability set out in clause 9.1 of these terms and conditions if we are in breach of our obligations under this agreement then our maximum liability to you in contract or tort will be limited to the value of the Rental Payments you have made under this agreement for the Vehicle at the time of the breach.

## 10 GENERAL

### 10.1 Data Protection

- (a) For the purposes of this clause 10.1 only, the following terms will have the following meanings:
- (i) all terms defined under article 4 of the General Data Protection Regulation ((EU) 2016/679) ('**GDPR**') (including without limitation "Personal Data", "Data Controller") shall have the meaning given to them in that article;
  - (ii) '**Data Protection Legislation**' shall mean:
    - (A) GDPR;
    - (B) any national implementing laws, regulations and secondary legislation for so long as the GDPR is effective in the UK;
    - (C) the Data Protection Act 2018; and
    - (D) any successor legislation to either the Data Protection Act 2018 or GDPR;
  - (iii) all other terms shall have the meaning given to them in the agreement.
- (b) We are acting as your Data Controller (as defined by the Data Protection Legislation). We agree that we shall:
- (i) at all times comply with our obligations under the Data Protection Legislation to the extent that the Data Protection Legislation applies to the performance of our obligations or exercise of our rights under this agreement;
  - (ii) implement:
    - (A) appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of your Personal Data (these measures shall include, without limitation, the deployment of appropriate encryption solutions to protect personal data); and
    - (B) adequate security programmes and procedures to ensure that unauthorised persons do not have access to your Personal Data or to any equipment that is used to process your Personal Data;
  - (iii) ensure that the technical and organisational measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing and accidental loss or destruction of, or damage to, your Personal Data having regard to the nature of the Personal Data which we are protecting;

- (iv) ensure that any of our employees or agents who have access to or are involved in the processing of Personal Data have undergone adequate training in the care, protection and handling of Personal Data;
  - (v) notify you of any unauthorised or unlawful processing or any accidental loss, destruction, damage, alteration or disclosure of your Personal Data (each a “security incident”) as soon as we become aware of such security incident and shall promptly investigate the security incident, provide you with appropriate information about the security incident and take reasonable measures to mitigate any damage resulting from the security incident.
  - (vi) provide such information as you may reasonably request under Data Protection Legislation (as is your right as an individual) including subject access rights.
- (c) We may disclose the Personal Data supplied by you to:
- (i) our service providers, agents and authorities for the purposes set out in clause 10.1(b); and
  - (ii) credit reference agencies, local councils or parking authorities, DVLA, HM Revenue & Customs, the police, the British Vehicle Rental & Leasing Association and any other relevant organisation who, in our reasonable opinion, may have a legitimate requirement for the information.
- (d) For further information in regard to our use of your personal data please refer to our privacy policy which you can find at <https://www.europcar.co.uk/security-and-privacy-policy>.

#### 10.2 Force Majeure

- (a) Neither party will be liable to the other for delays, costs, losses, or expenses of any nature or matter if caused by circumstances beyond the affecting party’s reasonable control including but not limited to fire, flood, tempest, storm, war, explosion, strike, labour dispute, vehicle supply shortages or action of any government or governmental agency (a “**Force Majeure Event**”).
- (b) If either party is affected by such Force Majeure Event it must promptly notify the affected party of the nature and extent of the circumstances and will make reasonable endeavours to mitigate the effects of such Force Majeure Event on the performance of its obligations under this agreement.

#### 10.3 Assignment

- (a) You must not assign or transfer the whole or any part of this agreement without our prior written consent.
- (b) We may transfer our rights under this agreement at any time. If we do so, you will not be disadvantaged by such transfer.

#### 10.4 Protection of the Vehicle

To protect the Vehicle and to prevent and detect crime we may use electronic devices in the Vehicle to enable us to track the Vehicle’s movements and/or record and/or track information relating to the Vehicle’s use. This information may be used both during and after expiry of the Rental Period.

## 10.5 Entire Agreement

This agreement together with its Schedules constitutes the entire agreement between the parties and supercedes any earlier discussions, proposals, understandings or representations.

## 10.6 Notices

- (a) Any notice you wish to serve on us must be sent by prepaid recorded delivery to our registered office and marked for the attention of the Director of Legal Services.
- (b) Any notice we wish to serve on you will be sent by first class post to your address stated in this agreement (unless you tell us of a change to your address in accordance with clause 10.6(d)).
- (c) Any notice (except for any statutory notice required by the CCA 1974) shall be deemed to have been received within 2 Working Days of posting or (if sent by email) 1 Working Day of transmission.
- (d) If any party changes its address or contact details it must tell the other party within 7 days of such a change by giving notice in accordance with this clause 10.6.

## 10.7 Third Party Rights

Nothing in this agreement is expressly or impliedly intended to confer on any third party any right to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

## 10.8 No Waiver of Rights

- (a) No failure on the part of any party to exercise and no delay on its part in exercising any right or remedy under this agreement will operate as a waiver of such right or remedy nor will any single or partial exercise of any right or remedy preclude any other or further exercise of it or the exercise of any other right or remedy.
- (b) The rights and remedies provided in this agreement are cumulative and not exclusive of any rights or remedies provided by law.

## 10.9 Law and Jurisdiction

This agreement is subject to English Law and the parties submit to the exclusive jurisdiction of the English Courts.

The first Rental Payment plus the delivery and collection charge (if applicable) will be payable one Working Day before the Vehicle’s delivery date using the debit card attached to the bank account you have nominated for the direct debit payments either:

- by phone on 03713 845932; or
- via our encrypted payment system at [https://my-europcar.europcar.co.uk/invoice-payment/epdq\\_encryption.php](https://my-europcar.europcar.co.uk/invoice-payment/epdq_encryption.php). If you use this method then you should quote the Agreement Number shown on page 1 of this agreement (ie., ‘LTF00\*\*’) in the mandatory field marked ‘Invoice Number’.

Payment	Payment Date	Payment Method	Payment Amount (£)
1 <sup>st</sup>	One Working Day before the date the Vehicle is delivered	By Debit card associated with the bank account for subsequent direct debit payments	

Direct debit payments will be called from your bank account for the second and subsequent Rental Payments on the following Working Day of each month until the end of the Rental Period:

Payment	Payment Date	Payment Method	Payment Amount (£)
2 <sup>nd</sup>		Direct Debit	
3 <sup>rd</sup>		Direct Debit	
4 <sup>th</sup>		Direct Debit	
5 <sup>th</sup>		Direct Debit	
6 <sup>th</sup>		Direct Debit	

Charge or Fee	What is the Charge or Fee for?	How much is the Charge or Fee?	
<b>Agreement Administration Fee</b>	This applies once your application to hire a Vehicle has been approved. It is a non-refundable charge which forms part of the Advance Payment and will be used to cover our back-office costs in the setting up of the agreement	£150	
<b>Damage Administration Charge</b>	Applies if we have to charge you for damage (other than Light Damage or Tyre Replacements) caused to the Vehicle whilst you are in possession of it. This charge pays for the back-office resource required to process associated paperwork with respect to Serious Damage and Total Loss, including calculation of the applicable Loss of Use Fee and liaison with the engineer. <i>This charge is in addition to the Engineer's Charge</i>	£80	
<b>Delivery and Collection</b>	This is a single charge that applies to both delivery to and collection from a Business &/or Home address in Scotland or Northern Ireland.  Both delivery & collection of the Vehicle are carried out during business hours Mon-Fri (AM/PM slots)  THESE CHARGES ARE PAYABLE IN ADVANCE OF THE VEHICLE'S DELIVERY	£250	Delivery to & collection from addresses in Northern Ireland
		£125	Delivery to & collection from addresses in Glasgow
		£200	Delivery to & collection from addresses within 50 miles of Glasgow
		£250	Delivery to & collection from addresses that are between 50 & 100 miles from Glasgow
<b>Abortive Delivery and Collection</b>	Per incident	£250.00	
<b>Engineer's Charge</b>	This applies if the Vehicle has suffered Serious Damage or is a Total Loss. It pays for an engineer to assess whether a damaged Vehicle is worth repairing and, as applicable, to (i) liaise with the repairers to determine how it will be repaired and what it will cost; or (ii) determine the pre-accident value of the Vehicle and to arrange for the Vehicle to be sold for salvage. <i>This charge is in addition to the Damage Administration Charge</i>	£40	
<b>Excess Mileage Charge</b>	Excess mileage charges will apply if the car travels more than 12000/24000 miles per annum ('Inclusive Mileage Allowance' whichever amount you have elected) averaged over the length of the Rental Period.  <i>For example:</i> if during a 6 month Rental Period you drive 7500 miles and have opted for the 12000 miles annual Inclusive Mileage Allowance then you would be charged for 1500 miles @ 0.20 pence per mile (ie., 7500 miles travelled minus (12000 ÷ 12 x 6))	£0.20 pence per mile for each mile driven over the Inclusive Mileage Allowance you have elected per year	



Charge or Fee	What is the Charge or Fee for?	How much is the Charge or Fee?
<b>Fuel Charge</b>	This will apply if you return the Vehicle to us without refilling the tank to at least one quarter full	<ul style="list-style-type: none"> <li>The cost per litre equal to the price for diesel or unleaded petrol (whichever applies to the Vehicle) that is published from time to time by the RAC at: <a href="https://www.rac.co.uk/drive/advice/fuel-watch/">https://www.rac.co.uk/drive/advice/fuel-watch/</a>; and</li> <li>a one-off refuelling service charge of £18</li> </ul>
<b>Light Damage Administration Charge</b>	<p>Applies if we have to charge you for Light Damage caused to the Vehicle whilst you are in possession of it (and includes loss of or damage to Accessories or keys, as identified in the Light Damage Charges Schedule) or Tyre Replacements.</p> <p>This charge pays for the back-office resource required to process associated paperwork.</p>	£40
<b>Replacement Keys</b>	The cost to replace lost, stolen or damaged keys can be up to £500 depending on the make and model of the Vehicle	A Light Damage Administration Charge of £40 will be added to the charges identified in the Light Damage Charges Schedule for the replacement key
<b>Third Party Administration Charge</b>	Applies if we have to provide your details to any third parties (for example for unpaid congestion or parking charges)	£40
<b>VE103B</b>	This is a mandatory requirement of taking and using the Vehicle outside of the UK. It is a document that replaces the V5C and provides our consent for you to take the Vehicle abroad for a specified period. Please refer to clause 4.15 for full details	£15

**1. INSPECTION ON RETURN OF VEHICLE**

The purpose of the inspection is to ensure that the Vehicle meets the required return standards as specified in this Appendix 1. The Vehicle must be presented in a clean condition both inside and outside and with the same level of fuel in it as when it was delivered.

**2. ACCIDENT DAMAGE NOTIFICATION**

All accident damage to the Vehicles must be repaired by a repairer approved by us.

**3. MINIMUM RETURN STANDARDS**

The following standards assume that the Vehicle is complete, structurally sound, all mechanical and electrical components are in working order and that it complies with all current construction and use legislation.

**3.1 Body & Paint****3.1.1 Acceptable**

3.1.1.1 Minor body dents, typically those caused by door-to-door contact, provided that:-

3.1.1.1.1 Less than 25mm (1") in diameter - maximum 1 dent per panel to a maximum of 3 per Vehicle.

3.1.1.1.2 Access to Cold Dent Repair / Smart Repair

3.1.1.1.3 Not caused paint to crack or flake

3.1.1.2 Light surface scratches not through the top coat which will be removed by polishing/touch up.

3.1.1.3 Stone chips up to 2mm, if not rusty, to a maximum of 5 per panel.

3.1.1.4 Touch in repairs to a standard that matches the existing colour of the Vehicle.

3.1.1.5 Previous repairs to an acceptable standard.

**3.1.2 Not Acceptable**

3.1.2.1 Paint and body work carried out by a repairer that we have not approved.

3.1.2.2 Dents on swage lines, folded edges and insufficient access to cold dent repair.

3.1.2.3 Previous body repairs and paint rectification will be rejected if evidence of poor colour match, ripples, preparation marks, visible overspray, masking lines or excessive dirt in paint, dents on panels 25mm (1inch), or greater in diameter.

3.1.2.4 All paint chips greater than 2mm. All paint chips over 5 per panel.

3.1.2.5 Industrial/chemical fall out or other forms of contamination such as bird lime.

3.1.2.6 Scratches that penetrate the top coat, and will not easily polish out.

3.1.2.7 Body panel misalignment.

3.1.2.8 Underbody damage affecting the structural integrity of Vehicle or warranty.

3.1.2.9 Damaged aerials.

**3.2 Bumpers & Body Mouldings****3.2.1 Acceptable**

3.2.1.1 Scuff marks up to 75mm (3 inches) which do not break the paint or adversely affect the overall appearance of the Vehicle.

**3.2.2 Not Acceptable**

3.2.2.1 Discoloured, loose, cracked, distorted, gouged or split bumpers and mouldings that require replacement, plastic welding or painting.

3.2.2.2 Dented bumpers and/or any dents penetrating through to the base material - where painted.

3.2.2.3 Repairs not conforming to original finish and specification.

### 3.3 Tyres & Wheels

#### 3.3.1 Acceptable

- 3.3.1.1 Vehicle must have matching tyres of the same brand, size, type and wheels on each axle (on both axles for four wheel drive Vehicles).
- 3.3.1.2 Scuffed sidewalls which can be cleaned. Minor kerb damage that does not affect the tyre seating up to 25mm.
- 3.3.1.3 Light scuffs to wheel trims.
- 3.3.1.4 Alloy wheels - minor damage which could be repaired without removing the wheel.
- 3.3.1.5 All Vehicles must be returned complete with spare wheel, which must be of matching type and quality as the others or, space saver spare wheel if provided with Vehicle.

#### 3.3.2 Not Acceptable

- 3.3.2.1 Tyres showing uneven wear indicating steering damage, i.e. tyre tread feathering.
- 3.3.2.2 Remoulds and other sub-standard tyres.
- 3.3.2.3 Any gouge or crack, cut, torn, plugged tyre side wall.
- 3.3.2.4 Less than 3mm tread depth remaining across the centre 75% of the tyre width on all tyres including the spare.
- 3.3.2.5 Cracked or distorted wheel trims.
- 3.3.2.6 Damage to alloy wheels causing rim distortion or gouging.

### 3.4 Glass

#### 3.4.1 Acceptable

- 3.4.1.1 A maximum of 3 chips per windscreen, of less than 5mm providing they do not obscure the Driver's line of vision.
- 3.4.1.2 Windscreen 'smart' repairs must comply with current M.O.T. legislation.
- 3.4.1.3 Lenses with minor chips which do not detract from the overall appearance of the Vehicle or affect the efficiency of the lamp.

#### 3.4.2 Not Acceptable

- 3.4.2.1 Scratches and cracks in glass or stone chips with signs of cracking.
- 3.4.2.2 Chips greater than 5mm.
- 3.4.2.3 Incompatible window etchings.
- 3.4.2.4 Lenses with chips and cracks.

### 3.5 The Vehicle Interior

The interior must be in good standard condition, commensurate with the age and mileage of the Vehicle.

#### 3.5.1 Acceptable

- 3.5.1.1 Normal wear and tear to carpets, trim, upholstery etc.
- 3.5.1.2 Seat cover/trim repairs to a high standard.
- 3.5.1.3 High quality texture repairs or colour matching plugs resulting from the removal of telephone/accessory equipment.

#### 3.5.2 Not Acceptable

- 3.5.2.1 Burns to trim, seat covers, headlining and floor coverings.
- 3.5.2.2 Stains or discoloration of a permanent nature. All other stains must be removed.
- 3.5.2.3 Tears, cuts, rips and holes through seat covers, headlining and floor coverings.
- 3.5.2.4 All broken or damaged interior mouldings, panels and components.

- 3.5.2.5 Holes resulting from the removal of telephone/accessory equipment.
- 3.5.2.6 Cigarette smoke or excessive pet odour.
- 3.5.2.7 Spare keys, transmitters and codes, alarm system, locking wheel nuts, handbook, service books must be complete and left in the Vehicle. If such items are missing at de-fleet then the Customer will be charged for their replacement cost.

### 3.6 **In-Car Audio Equipment and Satellite Navigation Units**

The Vehicle must be returned with

- 3.6.1 *in-car audio equipment*. Should it be necessary to replace a unit through breakage or theft then it should be of the same quality and specification as the original.
- 3.6.2 *In-car satellite navigation units and associated SIM cards*. Should it be necessary to replace a unit through breakage or theft and/or any SIM cards through loss, damage or theft then it should be of the same quality and specification as the original equipment supplied with the Vehicle (if any) at the start of the Rental Period.

### 3.7 **Spurious Parts & Substituted Items**

Wherever replacement parts have been necessary, genuine parts must have been used.

### 3.8 **Service Details**

All Vehicles must be serviced in accordance with manufacturer's instructions at an approved centre.

### 3.9 **Vehicle Options & Accessories**

All Vehicle options and accessories supplied with the Vehicle must be on board and working correctly. If such items are missing or not working at the time you return the Vehicle to us then you will be charged for their replacement cost.