

The Vehicle Hire Agreement regulated by the Consumer Credit Act 1974

Flex Agreement No: [number]

- (1) **Europcar Group UK Limited** of James House, 55 Welford Road, Leicester, LE2 7AR (“we” or “us” or “our” or “Europcar”).
- (2) [customer’s name] of [customer’s postal address] (the “Hirer” or “you” or “your”)

#### KEY FINANCIAL INFORMATION

**Goods:** [describe vehicle] with registration no. [registration no] and VIN/Chassis No. [number] (the “Vehicle”)

**Advance Payment:** a one-off non-refundable **Agreement Administration Fee** of £150.

**Monthly Payments:** of £[amount] (the “Hire 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 Hire Payments attached to this agreement until at least 3 monthly payments have fallen due, and, if the Hire 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 Hire Period, up until the end of the Hire Period (see clauses 7 and 8).

**Other Payments:** In addition to the Advance Payment and the Hire Payments you must pay to us:

- a) (at the same time as you make your first Hire Payment) a Delivery & Collection charge if (and only if) the address for delivery and collection is in Northern Ireland or is in Scotland on Mainland UK at a distance that is equal to or greater than 100 miles from Glasgow (see clauses 1.1(f), 4.1(b)(i), 4.2(b)(i), the Schedule of Monthly Hire Payments and the Tariff Guide
- b) (when this agreement ends) any arrears of the Hire Payment and other sums due and interest, costs and expenses incurred by us (see clauses 4.25 and 8.3)
- c) (when this agreement ends) the full cost of any remedial repairs for the care, maintenance or protection of the Vehicle (see clause 8.3) if the Vehicle is covered by the Insurance Policy as defined under clause 1.1(p) below;
- d) (if it is necessary during the Hire Period and/or when this agreement ends) if the Vehicle is covered by our Collision Damage Waiver cover the cost of any remedial repairs for the care, maintenance or protection of the Vehicle (see clause 8.3) up to the Excess amount plus our Damage Administration Charge or the Light Damage Administration Charge (whichever applies in the circumstances) provided that the work is not required because of your own or another authorised driver’s abuse, willful or negligent acts or omissions;
- e) (when this agreement ends) an excess mileage charge (‘**Excess Mileage Charge**’) of £[amount] for each mile travelled by the Vehicle in excess of [number] which is the mileage allowance included in the Hire Payment (the ‘**Inclusive Mileage Allowance**’) during each year (and so in proportion for any period of less than a year) is payable (see clause 5.1).
- f) (within 7 days of being notified of the cost) the cost of servicing and maintaining the Vehicle which results from the negligent use or misuse of the Vehicle
- g) (when this agreement ends) the Fuel Charge for failing to return the Vehicle with at least one-quarter of a tank of fuel.
- h) An Engineer’s Charge in the sum of £[fee] if we exercise our option under clause 4.18(b)(ii)(C) to inspect a repair you have made to the Vehicle covered by your own insurance following an accident or incident
- i) An Engineer’s Charge in the sum of £[fee] if the provisions of clause 4.18(b)(v) apply to the Vehicle when it is covered by Collision Damage Waiver cover following an accident or incident
- j) (if the Vehicle is subject to the Insurance Policy (as defined under clause 1.1(p) below then 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))

**KEY FINANCIAL INFORMATION**

- k) (if the Vehicle is subject to Collision Damage Waiver cover (as defined under clause 1.1(e) below) then two weeks prior to your journey abroad) a fee for the Europdrive Pack or Cross-Border Pack. Each pack includes the Form VE103B to provide you with our consent to take the Vehicle and drive it outside of the UK (see clause 4.15(e)) and a Green Card (if applicable)

**Variable Payments:** The Hire 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 Hire 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 Hire Payment and other charges are varied you will have certain rights to end this agreement (see clause 7)

**Duration of this agreement:** 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:

- a) it is terminated earlier in accordance with clause 8; or
- b) is ended by either party under clause 6 or 7

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## KEY INFORMATION

- Security:** You are required to ensure the Vehicle is comprehensively insured either by way of the Insurance Policy or via Europcar's Collision Damage Waiver cover.
- a) If the Vehicle is insured by the Insurance Policy and 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).
  - b) If you have opted to take out Collision Damage Waiver cover instead then, subject always to the provisions of clause 4.11(a)(iv), you will be responsible for a maximum of the Excess amount plus the Damage Administration Charge or the Light Damage Administration Charge (whichever applies to the circumstances) in the event of any loss of or damage to the Vehicle (see clause 4.11)
- 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 Hire 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)(i)(D)); 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)(ii)(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 Hire 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)

**KEY INFORMATION**

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

The Consumer Credit Act 1974 (the “Act”) 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 Hire 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;

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

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)

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## 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) **“Bodily Injury”** means any physical injury or psychological damage suffered by a person that is caused as the direct result of an accident; it is not something that is intentionally self-inflicted and it does not result from sickness or disease.
- (c) **“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/>.
- (d) **“Collision (or collision)”** means the impact of the Vehicle with another fixed or moving body or object.
- (e) **“Collision Damage Waiver” (or “CDW”) cover** (including Theft Waiver cover) is the means by which your financial liability for any damage to or loss of a Vehicle can be limited to the Excess amount plus the Damage Administration Charge (if applicable). CDW cover is the alternative to insuring the Vehicle yourself (see the ‘Insurance Policy’ below). The cost for CDW cover (if you decide to take out CDW cover) will form part of and be included in the Hire Payment. ***Collision Damage Waiver is not an insurance policy.*** It is a waiver of your full financial liability to no more than the Excess amount for any damage caused to the Vehicle as a result of an accident or incident or the theft or attempted theft of a Vehicle whilst it is on hire to you. The waiver will apply provided you or another authorised driver (please refer to clause 4.12 for full details of ‘authorised driver’) have complied with the terms and conditions of the agreement and have not committed a breach of any applicable laws or road traffic regulations.
- (f) **“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:
  - (i) Northern Ireland; or
  - (ii) Scotland at a distance that is equal to or greater than 100 miles from Glasgow at the start and end of the Hire Period. For the avoidance of doubt we do not deliver Vehicles to or collect them from any addresses outside of Mainland UK (see clause 1.1(t) below for the definition of Mainland UK). The Scottish Islands are therefore explicitly excluded from the Delivery and Collection service.

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 Hire Payment.

- (g) **“Engineer’s Charge”** means the fee we will require you to pay if we:
  - (i) exercise our option under clause 4.18(b)(ii)(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 Hire 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.

- (h) **"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.
- (i) **"Excess amount"** is the sum specified in the Tariff Guide attached to the agreement that, in addition to any applicable Damage Administration Charge, is the maximum amount we will charge you for damage caused to or the loss or theft of the Vehicle during the Hire Period PROVIDED THAT you or another authorised driver has complied with the terms and conditions of the agreement and have not committed a breach of any applicable laws or road traffic regulations. The Excess amount is a non-waivable sum that is governed by the conditions of the CDW cover.
- (j) **"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 Hire Period. See clause 5.1 and the Tariff Guide.
- (k) **"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.
- (l) **"Fees & Charges"** means the Agreement Administration Fee; the Delivery and Collection Charge; 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
- (m) **"Fuel Charge"** means the cost set out in the Tariff Guide under Schedule 1 to this agreement 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) for further details). . In addition and to compensate us for our loss we will charge you a one-off refuelling service charge as set out in the Tariff Guide under Schedule 1 to this agreement.
- (n) **"Hire 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 Hire Period will continue for a minimum period of 3 months. This agreement will terminate at the end of the Hire Period.
- (o) **"Inclusive Mileage Allowance"** means the number of miles per year that you elect to have included as part of your Hire Payment. The Inclusive Mileage Allowance is set out in the Key Financial Information on page 1 of this agreement.
- (p) the **"Insurance Policy"** refers to the comprehensive policy you take out against loss or damage to the Vehicle (including windscreens) with insurers approved by us if you choose to insure the Vehicle yourself. Please refer to clause 4.10 below for full details.
- (q) **"Keys Fee"** the cost, as set out in Tariff Guide, for us to administer a replacement key if one or both of your keys is lost or stolen or damaged or if you fail to return it/them 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 Charges Schedule.

- (r) **“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>.
- (s) **“Loss of Use Charge”** is a charge to take account of our loss of revenue if the Vehicle requires repair for damage that is outside of the Fair Wear and Tear & Return Conditions (set out under Schedule 2) following its return to us at the end of the Hire Period. We calculate the Loss of Use Charge as detailed in clauses 4.25(h)(ii)(B) or 4.25(i)(i)(B) (whichever applies in the circumstances).
- (t) **“Mainland UK”** means England, Scotland, Wales and Northern Ireland excluding all and any islands.
- (u) **“Passenger”** means *any person other than the driver* that is being transported or is travelling in or on the Vehicle on a gratuitous basis. A Passenger is viewed as a Third Party under the mandatory Third Party Liability insurance regimes
- (v) **“Serious Damage”** means any damage other than Light Damage to the Vehicle or a Tyre Replacement.
- (w) **“Tariff Guide”** means the details of additional and default charges that apply under this agreement. The Tariff Guide is attached under Schedule 1.
- (x) **“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.
- (y) **“Third Party”** means any party to an incident *other than the driver of the Vehicle*. For the avoidance of doubt a Passenger in the Vehicle is deemed to be a Third Party.
- (z) **“Third Party Liability insurance”** means insurance that provides the authorised driver of a Vehicle with protection against liability for another party’s claims for damage to his/her property or for Bodily Injury or death arising out of an incident that occurs whilst you or another authorised driver are using the Vehicle. Third Party Cover is a mandatory legal requirement and is supplied in all cases, however, there is no additional charge for it.
- (aa) **“Total Loss”** means the circumstances where we or your insurer evaluate any damage caused to the Vehicle as being sufficiently serious that its repair would not be possible, or our Engineer or your insurer determines it would be uneconomic or impractical to repair it.
- (bb) **“Tyre Replacement”** means any damage to a tyre on the Vehicle which requires us to replace the tyre with a new tyre. If a Vehicle’s tyre is punctured and is capable of being repaired then it is classified as a **‘Tyre Repair’**. The cost to replace or repair a tyre 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>.
- (cc) **“Working Day”** means Monday to Friday 08:00hrs to 18:00hrs.
- (dd) **“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 Hire Payment and any Other Payments for the Hire 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 *or* 4.11 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 Hire Payments will be drawn by direct debit.
- (b) You must pay
  - (i) the first Hire 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 Hire Payments will be made; and
  - (ii) the second and all subsequent Hire Payment sums due to us under this agreement by direct debit according to the dates set out in the Schedule of Monthly Hire Payments that forms part of this agreement.

**If you do not make the first Hire 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 Hire Payments & additional charges

- (a) You must pay to us the Hire Payments in the manner set out under the heading 'Key Financial Information'.
- (b) Payments for all Hire Payments will be made monthly in advance as follows:
  - (i) the first Hire 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 Hire Payment for the month following the date of delivery and delivery to and collection from an address in Northern Ireland or is in Scotland on Mainland UK at a distance that is equal to or greater than 100 miles from Glasgow (if this is applicable); and
  - (ii) the second and all subsequent Hire 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 Hire Payments attached to this agreement until at least 3 monthly payments have fallen due, and, if the Hire 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 Hire Period, up until the end of the Hire Period (see clauses 7 and 8).

The Hire Payment dates are set out in the Schedule of Monthly Hire 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 Hire 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 Hire 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 Hire 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 give you notice that we have paid the penalty and supply 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 notice to you** 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 our notice to you.
  - (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 notice advising 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 Hire 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. Where CDW applies such costs may not be restricted to the Excess amount.

#### 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 Hire 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 Hire 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 Hire 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 **Customer's Own Insurance**

The following provisions apply where you insure the Vehicle under an Insurance Policy

- (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 does include 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 Hire 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 Hire 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 Hire 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 unauthorised, and thereby, uninsured driver.
- (i) Not to avoid insurance
  - (i) You must not do, or allow to be done, anything which may make void or voidable the Insurance Policy.
  - (ii) You must punctually pay all premiums for the Insurance Policy.

#### 4.11 Europcar Cover (“Collision Damage Waiver cover” or “CDW”)

The following provisions apply if you decide to take out Europcar’s Collision Damage Waiver cover (‘CDW’) and Third Party Liability Insurance (TPI) instead of insuring the Vehicle under an Insurance Policy.

(a) CDW Generally

- (i) Collision Damage Waiver (or CDW) is the means by which your financial liability for the cost of each incident of damage to or loss of the Vehicle can be limited to the Excess amount plus the Light Damage Administration Charge or the Damage Administration Charge (whichever applies in the circumstances).
- (ii) CDW *does not* cover any goods or possessions belonging to you or to any other authorised driver or to any passengers that are in or on the Vehicle at the time of any incident, accident, damage, loss or theft.
- (iii) We are required by law to insure our Vehicles against liability for the claims or actions of Third Parties. Third Party Liability insurance is mandatory insurance cover and is automatically included as part of our CDW cover. Subject always to the provisions of clause 4.11(a)(iv) and 4.11(c)(iii) below you will therefore be covered for the sums owed as a consequence of any Third Party Liability arising as the result of a collision that you may cause up to the level legally required in the UK.
- (iv) If you hire the Vehicle subject to CDW and TPI then both you and any other authorised driver must comply in all respects with the terms and conditions of this agreement. ***If you or another authorised driver fails in this regard or if damage to the Vehicle or the loss or the theft of it or if any Third Party liability arises as a result of your own or another authorised driver’s abuse or your own or another driver’s willful or negligent acts or omissions then the insurance underwriting the Third party Liability insurance may be voided and the protection supplied by Collision Damage Waiver will fall away. You may then be personally responsible for the financial consequences.***

(b) CDW more particularly

Collision Damage Waiver (or CDW) applies to circumstances of:

- (i) damage to a Vehicle resulting from:
  - (A) a collision with a fixed or moving object; or
  - (B) the Vehicle being vandalised whilst you are driving or using it or whilst it is stationary and left unattended, locked and with the anti-theft system activated; or
  - (C) the theft (and subsequent recovery) or attempted theft of the Vehicle.
- (ii) the loss of a Vehicle where a Vehicle may be so badly damaged that it is irreparable and we write it off;
- (iii) the theft of the Vehicle and it is not recovered.

Provided that the damage to the Vehicle or the loss or the theft of it was not caused by your own or another authorised driver’s abuse or your own or another authorised driver’s willful or negligent acts or omissions then your maximum personal financial liability will be the Excess amount plus the Light Damage Administration Charge or the Damage

Administration Charge (whichever applies in the circumstances). Please refer to the Tariff Guide attached to the agreement for further details of these charges.

- (iv) Collision Damage Waiver will not operate to limit your liability as set out in clause 4.11(a)(i) above in circumstances where the damage to the Vehicle is caused:
- (A) by the wilful acts of either you or any other authorised driver; or
  - (B) by an explosion or fire in (or to) the Vehicle because you are using it to transport dangerous goods (dangerous goods being *any product or substance that, due to its nature and/or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any Third Party within a reasonable distance of the Vehicle*); or
  - (C) by the Vehicle hitting a bridge, car park barrier or other overhead object; or
  - (D) by its total or partial theft or an act of vandalism whilst the Vehicle is left unattended, unlocked and/or the keys left in it; or
  - (E) by your negligence (*which is behaviour that falls below the standards expected of a reasonably sensible person in similar circumstances*) or the negligence of your Passengers (for example a fire caused by the use or disposal of cigarettes or cigars); or
  - (F) because the keys are lost or stolen or damaged;

or the loss or theft or attempted theft of the Vehicle occurs because:

- (G) of your negligence or more specifically (but without limitation) as a result of keys being left in the Vehicle whilst it is unattended; or
  - (H) you failed to use the anti-theft system appropriately when the Vehicle was left unattended; or
  - (I) you left the Vehicle unlocked when you weren't using it.
- (v) Loss of or damage to your own property that is being transported or kept in or on the Vehicle during the Hire Period is not covered by Collision Damage Waiver.

(c) Liability to a Third Party

- (i) Liability to a Third Party arises when, as a result of an incident or collision that you cause, **other people** suffer Bodily injury or death and / or damage to their property. These could include:
- (A) Damage to a Third Party's property may be to a Third Party's vehicle and its contents; or to buildings or their contents; or to machinery or personal possessions; or
  - (B) The cost of any business interruption associated with either the Third Party's injury or death; and/or the damage to their property will also form part of this liability.
- (ii) If you are the driver of the Vehicle at the time of a collision and you are responsible for the collision taking place then, whilst any injured Passengers may be covered, *Third Party Liability insurance does not cover:*
- (A) bodily Injury or death that you (the driver at the time of the collision) may suffer; or

- (B) any damage to or loss of the authorised driver's personal property or possessions; or
  - (C) any damage caused to the Vehicle.
- (iii) If the Third Party Liability arose because you didn't comply with the applicable laws and/or regulations and/or the agreement terms and conditions then, whilst our insurer will still fulfil its obligations to Third Parties, it may refuse to indemnify you and seek to recover from you some or all of the costs it may have paid to that Third Party as a result of the incident if you fail to fully cooperate with all and any investigations that we, or our insurer, or our appointed representatives may carry out. In these circumstances the Excess amount will not apply.

(d) What to do in the event of loss, damage or theft of the Vehicle

As soon as it is safe to do so you must:

- (i) inform us of any loss of or damage to or theft of 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); and
- (ii) where an incident occurs that involves Third Parties it is important that you do your utmost to provide full details of both the incident and of the Third Party to the First Call Assist telephone reporting line (0800 0280 999). This will allow us to defend our case against the Third Party (if you are responsible for the incident) or to recover costs from the Third Party (if the Third Party is responsible for the incident).
- (iii) *In the event of loss or damage*
  - (A) report the collision to the First Call Assist telephone reporting line (0800 0280 999) at the earliest possible opportunity; and
  - (B) 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
  - (C) use your best endeavours to supply us with details of any Third Party or Third Party vehicle involved in any accident with the Vehicle.
- (iv) *In the event of theft*
  - (A) notify the local police of any incident or event of theft immediately or as soon as is reasonably practicable and provide us with the police report or evidence that the theft has been notified to the police; and
  - (B) report the theft to the First Call Assist telephone reporting line (0800 0280 999) at the earliest possible opportunity.

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

### **4.12 Authorised driver's qualifications**

- (a) If the Vehicle is covered by the Insurance Policy then it 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 Hire Period.



- (b) If the Vehicle is covered by Collision Damage Waiver then the Vehicle may be driven only by a person who is deemed by us to be authorised to drive it (an 'authorised driver') because they comply with all of the following requirements:
- (i) they are at least 26 years old at the time this agreement comes into force; and
  - (ii) they are expressly mentioned and fully identified on the Hire Agreement as either the hirer of the Vehicle or an additional driver; and
  - (iii) they have held a **full and valid UK driving licence** for a minimum of 12 months that satisfies the endorsement restrictions shown in the UK Terms and Conditions section of the Europcar website ([europcar.co.uk/terms-and-conditions/specific-terms-per-country](http://europcar.co.uk/terms-and-conditions/specific-terms-per-country)); and
  - (iv) they have passed:
    - (A) identity and home address verification checks which we will undertake by using a third party authentication checking system; and
    - (B) checks we undertake for the purposes of preventing fraud and money laundering. This may include checking a driver's accident claims and motor vehicle history via a third party fraud prevention and detection database service.
- Both of the checks set out in clauses 4.12(b)(iv)(A) **and** 4.12(b)(iv)(B) above must be successfully verified before a person can be authorised to drive the Vehicle.
- (c) You must inform us immediately if there is a material change in your (or another authorised driver's) licence to the extent that it no longer satisfies the endorsement restrictions. Failure to do so will mean that you (or another authorised driver) are no longer insured to drive the Vehicle

#### 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 (“**the Territory**”) without our prior written consent which is provided in our absolute discretion. Written consent is essential whether you are just visiting the Republic of Ireland, crossing the Channel to France or going for a longer journey into Europe. If we give you consent to take and use the Vehicle abroad you will need a form ‘VE103B’.
  - (i) Form VE103B will contain details of the Vehicle, your name and address (or those of the authorised driver) and the dates the Vehicle will be used outside of the Territory. 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.

A form VE103B can be supplied **provided that you give us at least 7 days prior written notice.**

- (b) If it is not possible for either you or us 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) 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.
- (d) **If you are insuring the Vehicle under the Insurance Policy** and we provide our written consent to you taking the Vehicle outside of the Territory you must:
  - (i) request the form VE103B. There will be a charge for this as set out in the Tariff Guide; and
  - (ii) arrange appropriate overseas roadside assistance cover if this is not included in the Insurance Policy. This should include repatriation of the Vehicle to the UK if it cannot be repaired where the breakdown occurred; and
  - (iii) arrange Green Card insurance with your insurer if it is required by your destination country and/or any countries you travel in or through; and
  - (iv) 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.

- (e) **If the Vehicle is covered by Collision Damage Waiver cover** and we provide our consent to you taking the Vehicle outside of the Territory you will need either our Europdrive Pack or Cross-Border Pack both of which includes the VE103B and a Green Card if it is required by the country you are travelling to or through. The Cross Border Pack applies and is required if you are visiting the Republic of Ireland from Northern Ireland or the UK Mainland. There is a charge for both the Europdrive and Cross-Border Packs. The charges are set out in the Tariff Guide.

## **(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 misuse or negligence which has taken place during the Hire 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 as soon as practically possible after they are 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 14 days of our notifying you of the cost.

If the Vehicle is covered by Collision Damage Waiver then, in these circumstances, your liability for the damage or detriment may not be limited to the Excess amount.

### **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 Hire Period. If the Vehicle breaks down in the UK during the Hire 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 Hire 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 Hire 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
- (i) If, for whatever reason during the Hire Period, the Vehicle is damaged *and it is subject to the Insurance Policy* then you must comply with the requirements of clause 4.10(d) and supply photographs as to the extent of the damage.
  - (ii) If the Vehicle is repairable and it is subject to the Insurance Policy:
    - (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.
  - (iii) 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.
  - (iv) If the Vehicle is subject to CDW cover and is, for whatever reason, damaged during the Hire Period you must comply with the requirements of clauses 4.11(d)(i) and 4.11(d)(iii) and supply photographs as to the extent of the damage.
    - (A) Where the Vehicle has suffered Light Damage this means the Vehicle does not necessarily require immediate repair for safety or cosmetic reasons. In the event we are able to assess the damage at the time of the incident then you will pay us the pre-agreed fixed sum(s) set out in the Light Damage Charges Schedule up to the value of your Excess amount plus a Light Damage Administration Charge which is set out in the Tariff Guide. If we cannot assess the damage at the time of the incident then it will be

considered during the final inspection when you return the Vehicle to us at the end of the Hire Period; or

- (B) If the tyres on the Vehicle are damaged
  - (I) during the accident or incident then you will pay us the pre-agreed fixed sum(s) for the new Tyre or the Repair as set out in the Tyre Charges Schedule up to the value of your Excess amount plus a Light Damage Administration Charge.
  - (II) on an occasion that is not associated with a particular accident or incident (for example if you suffer a puncture whilst you are driving on the motorway) then you will be charged according to the list of charges (broken down by tyre or repair) contained in the Tyre Charges Schedule together with supplementary charges if you request an immediate call-out ('**Immediate Response Request**').
- (C) Where the Vehicle has suffered Serious Damage (being any damage other than Light Damage to the Vehicle or a Tyre Replacement) then we will arrange to repair the Vehicle and, *subject always to the provisions of clauses 4.11(a)(iv) and 4.11(b)(iv)*, you will pay us the sums we become liable to pay to our suppliers in recovering and/or repairing and/or cleaning the Vehicle, up to the value of the Excess amount.

(v) If we consider the Vehicle to be a Total Loss then we will notify you as soon as is reasonably practicable. Provided that the loss of the Vehicle was not caused by your own or another authorised driver's abuse or your own or another authorised driver's willful or negligent acts or omissions then:

- (A) your maximum personal financial liability for the loss will be the Excess amount (which may include an Engineer's Charge) plus the Damage Administration Charge. Please refer to the Tariff Guide attached to the agreement for further details of this charges.
- (B) we will replace the Vehicle with another similar vehicle for the remainder of the Hire Period to which the terms of this agreement will apply.
- (C) If we are unable to supply a replacement vehicle in accordance with clause 4.18(b)(v)(B) above then we will terminate this agreement subject to clause 8.2 and the provisions of clause 8.3(b) will apply.

(vi) You will continue to make the Hire Payments in accordance with the Schedule of Monthly Hire Payments unless and until the agreement is terminated in accordance with either clause 4.18(b)(iii)(B) or clause 4.18(b)(v)(C), whichever shall 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 or when we reasonably request it, allow us to inspect the Vehicle 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 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 Hire 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 either you (where the Insurance Policy is in place) or we (where CDW cover applies) 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) in full if you are insuring the Vehicle under the Insurance Policy or, subject always to the provisions of clauses 4.11(a)(iv) and 4.11(b)(iv), up to the

Excess amount if CDW cover applies, 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 (if applicable) 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 or Repair (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

- (i) if you are insuring the Vehicle under the Insurance Policy we will provide you with an invoice detailing the applicable charges and you will pay us in full in accordance with the provisions of clause 4.2(c) above; or
- (ii) if CDW cover applies then, subject always to the provisions of clauses 4.11(a)(iv) and 4.11(b)(iv), we will provide you with an invoice detailing the applicable charges up to the Excess amount plus the Light Damage Administration Charge and you will pay us the required sum 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 collection, then we will send you the following documents and you have the option to follow the procedure in clause 4.25(e) below:

- (i) a copy of the delivery document confirming the condition of the Vehicle when it was delivered at the start of the Hire Period;
- (ii) the statement of return for the Vehicle detailing all the damage we identified;
- (iii) pictures of the identified damage; and
- (iv) an invoice detailing the applicable charges for the cost of repairing the identified damage.

(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 damage suffered by the Vehicle during your Hire Period which, in our reasonable opinion, is minor damage and therefore does not necessarily require immediate repair for safety or cosmetic reasons we classify as '**Light Damage**' and will be listed in our Light Damage Charges Schedule.
  - (A) 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); or the loss of or damage to the Vehicle's keys, any Accessories or documentation.
  - (B) The charges shown in the Light Damage Charges Schedule are set by us as an amount that seeks genuinely to estimate the sums that we would have to pay our suppliers if we did undertake to repair the Light Damage (or to replace the Vehicle's keys, Accessories, or documentation).
  - (C) The charges shown in the Light Damage Charges Schedule are set by us as an amount that seeks genuinely to estimate the sums that we would have to pay our suppliers if we did undertake to repair the Light Damage (or to replace the Vehicle's keys, Accessories, or documentation).
- (ii) Notwithstanding your obligations to us under clauses 4.16 and 4.25(a) above, if, in our reasonable opinion, we have assessed that the Vehicle has suffered Light Damage, it means we consider the Vehicle does not necessarily require immediate repair for safety or cosmetic reasons before you can continue to use it or it can be rented to another customer if the damage is not identified until the Vehicle is permanently returned to us following expiry of the Hire Period. In these circumstances therefore, subject always to clause 4.25(e) above, you will pay us:
  - (A) the pre-agreed fixed sum(s) set out in the Light Damage Charges Schedule in full unless the Vehicle is subject to CDW cover when, subject always to the provisions of clauses 4.11(a)(iv) and 4.11(b)(iv), your liability will be limited to the value of the Excess amount; plus
  - (B) a Light Damage Administration Charge which is set out in the Tariff Guide.
  - (C) You will not have to 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.europcar.co.uk/terms-and-conditions/damage-management-policy](http://www.europcar.co.uk/terms-and-conditions/damage-management-policy)) is classified as a '**Tyre Replacement**'. If a Vehicle's tyre is punctured and is capable of being repaired then it is classified as a '**Tyre Repair**'.
- (ii) In relation to a Tyre Replacement or a Tyre Repair (whichever applies in the circumstances) which is not identified until the Vehicle is returned permanently to us 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 you request an immediate call-out ('**Immediate Response Request**'); plus



- (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 or repair the tyre. In either case (of a Tyre Replacement or Tyre Repair) 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) If you are insuring the Vehicle under the Insurance Policy and the Vehicle suffers Serious Damage during your Hire Period you will pay us:
- (A) 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 Hire 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) If the Vehicle is subject to CDW cover and suffers Serious Damage during your Hire Period then, subject always to the provisions of clauses 4.11(a)(iv) and 4.11(b)(iv), you will pay us
- (A) for the sums we become liable to pay to our suppliers in recovering and/or repairing the Vehicle up to the value of the Excess amount (which may include an Engineer's Charge, if applicable); and
- (B) a Damage Administration Charge which is set out in the Tariff Guide.
- (iv) 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 Hire 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

- (i) Where we or your Insurer (whichever applies) evaluates any damage caused to the Vehicle as being sufficiently serious that its repair would not be possible, or our Engineer or your Insurer determines it would be uneconomic or impractical to repair it. In the event of a Total Loss, clauses 4.25(h)(i) to 4.25(h)(ii) do not apply and, unless the Vehicle is subject to CDW cover, you or your insurer will:
  - (A) 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
  - (B) 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 Hire 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 Hire Period up to the point that the Vehicle is sold for salvage; and
  - (C) an Engineer's Charge (this is set out in the Tariff Guide); and
  - (D) a Damage Administration Charge which is set out in the Tariff Guide.
- (ii) If the Vehicle is subject to Collision Damage Waiver cover and, in our reasonable opinion, we deem it to be a Total Loss then clauses 4.25(h)(i) to 4.25(h)(ii) will not apply and, provided that the loss of the Vehicle was not caused by your own or another authorised driver's abuse or your own or another authorised driver's willful or negligent acts or omissions then your maximum personal financial liability for the loss will be the Excess amount (which may include an Engineer's Charge, if applicable) plus the Damage Administration Charge. The cost of the Damage Administration Charge is stated in the Tariff Guide attached to the agreement.

(j) Damage to Third Parties

- (i) If you are insuring the Vehicle under the Insurance Policy then 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 Hire Period.
- (ii) If the Vehicle is subject to CDW cover then the provisions of clauses 4.11(a)(iii) and 4.11(a)(iv) and 4.11(c) will apply in respect of 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.

## 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 Hire

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 Hire 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 the 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 base 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 and the refuelling service charge (each 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 your own and / or 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 occur.

## **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) (if applicable);
- (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 Hire 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)(iii) 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 Hire 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 Hire Payment that is yet to fall due (if any) up to and including the 3rd Hire Payment if the Vehicle is returned to us before expiry of the minimum three months Hire 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) the cost of any remedial repairs, servicing or maintenance that are required because the Vehicle condition falls outside the fair wear and tear guidelines at the time of termination;
  - (vi) 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 Hire 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 Hire 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 Hire 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 Hire Payments on the following Working Day of each month until the end of the Hire 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

**DELIVERY & COLLECTION CHARGES**

<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 Northern Ireland or in Scotland on Mainland UK at a distance that is $\geq 100$ miles from Glasgow. THESE CHARGES ARE PAYABLE IN ADVANCE OF THE VEHICLE'S DELIVERY	£250	Delivery to & collection from addresses in Northern Ireland
	Both delivery & collection of the Vehicle are carried out during business hours Mon-Fri (AM/PM slots) WE DO NOT DELIVER TO ANY OF THE SCOTTISH ISLANDS	£250	Delivery to & collection from addresses that are $\geq 100$ miles from Glasgow
<b>Abortive Delivery and Collection</b>	Per incident	£250.00	

**REQUIREMENTS FOR TRAVELLING ABROAD OR INTO THE REPUBLIC OF IRELAND**

<b>VE103B</b>	Applies if you are insuring the Vehicle under the Insurance Policy. This is a mandatory requirement if: (i) you are taking and using the Vehicle outside of the UK; or (ii) you wish to take the Vehicle and drive it from Mainland UK into the Republic of Ireland and/or from Northern Ireland into the Republic of Ireland. It is a document that replaces the V5C and provides our consent for you to take the Vehicle abroad or into the Republic of Ireland for a specified period. Please refer to clause 4.15 for full details	£15	
<b>Europdrive Pack</b>	This is mandatory if the vehicle is subject to CDW cover and you wish to take the Vehicle and drive it outside of the Territory. The pack includes our consent form VE103B and a Green Card if it is required by the country you are travelling to or through	£115	
<b>Cross-Border Pack</b>	This is mandatory if the vehicle is subject to CDW cover and you wish to take the Vehicle and drive it from Mainland UK into the Republic of Ireland and/or from Northern Ireland into the Republic of Ireland. The pack includes our consent form VE103B and a Green Card if it is required by the country you are travelling to or through	1-2 days	£36
		3-4 days	£77.40
		5-6 days	£108
		7+10 days	£156
		11+ days	£170.40

**OTHER CHARGES**

<p><b>Excess Mileage Charge</b></p>	<p>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 Hire Period.</p> <p><i>For example:</i> if during a 6 month Hire 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))</p>	<p>£0.20 pence per mile for each mile driven over the Inclusive Mileage Allowance you have elected per year</p>
<p><b>Fuel Charge</b></p>	<p>This will apply if you return the Vehicle to us without refilling the tank to at least one quarter full.</p> <p>The base cost per litre of diesel or unleaded petrol (whichever applies to the Vehicle) is the price 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></p>	<ul style="list-style-type: none"> <li>• £0.30 above the base cost of each litre of fuel required to refill the fuel tank to at least one-quarter full; and</li> <li>• a one-off refuelling service charge of £18</li> </ul>
<p><b>Third Party Administration Charge</b></p>	<p>Applies if we have to provide your details to any third parties (for example for unpaid congestion or parking charges)</p>	<p>£40</p>

**COLLISION DAMAGE WAIVER EXCESS AMOUNT**

<p><b>Excess amount</b></p>	<p>This applies only if the Vehicle is subject to Collision Damage Waiver cover and is the maximum amount we will charge you for each occasion that we repair damage caused to the Vehicle during the Hire Period PROVIDED THAT you have complied with the terms and conditions of the agreement and have not committed a breach of any applicable laws or road traffic regulations. Please note that the Damage Administration Charge will be payable in addition to the Excess amount</p>	<p>£500 per incident</p>
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**DAMAGE RELATED COSTS**

<p><b>Damage Administration Charge</b></p>	<p>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.</p> <p>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.</p> <p><i>This charge is in addition to the Engineer's Charge</i></p>	<p>£80</p>
<p><b>Light Damage Administration Charge</b></p>	<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>	<p>£40</p>
<p><b>Engineer's Charge</b></p>	<p>This applies if the Vehicle has suffered Serious Damage or is a Total Loss.</p> <p>It pays for an engineer to assess whether a damaged Vehicle is worth repairing and, as applicable, to</p> <ul style="list-style-type: none"> <li>(i) liaise with the repairers to determine how it will be repaired and what it will cost; or</li> <li>(ii) determine the pre-accident value of the Vehicle and to arrange for the Vehicle to be sold for salvage.</li> </ul> <p><i>This charge is in addition to the Damage Administration Charge</i></p>	<p>£40</p>
<p><b>Replacement Keys</b></p>	<p>The cost to replace lost, stolen or damaged keys can be up to £500 depending on the make and model of the Vehicle</p>	<p>A Light Damage Administration Charge of £40 will be added to the charges identified in the Light Damage Charges Schedule for the replacement key</p>

### 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 Hire 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.