General Conditions of Rental

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Please read these General Conditions of Rental (the “General Conditions”) before your rental:

These pages contain the information you - and if you have them – additional drivers need to know about your rental, including what to bring with you when you pick up the vehicle, your responsibilities to us, our responsibilities to you.

It is important to us that you enjoy your experience with us and have all the information you need. So please don’t sign without reading. It might take you a little time now but it could save you time later.

Key Terms and Conditions

1) **Rental Agreement**.
The contract is with us, The provider of the vehicle excess if the vehicle
is damaged or stolen.

2) **The Vehicle. We must** provide the vehicle and all mandatory safety equipment ('vehicle') in a roadworthy condition, properly taxed and licensed. Within Europe, **we must** provide vehicles with mandatory third party liability insurance. The **driver is not** a third party for these purposes and **is not** covered by this insurance.

You must return the vehicle and optional extras in the same condition as provided, excepting fair wear and tear. Please check the vehicle thoroughly before you drive-away.
Please ask us to rectify the vehicle condition report if there is any unrecorded damage; if the fuel levels are marked incorrectly; if the vehicle registration, insurance certificates, incident report form or any mandatory safety or security equipment is not present in the vehicle.

3) **Rental Period. You are responsible** for the vehicle and any optional extras for the duration of the rental period:

a) Your rental period starts when you pick up ('check-out') the vehicle and ends when we acknowledge that we have the vehicle and keys ('check-in').

b) **You must** return the vehicle during office hours to a return agent at the agreed return rental location. If you choose to drop off the vehicle 'out of hours' or if you leave before we check–in the vehicle, you do so **at your own risk and remain responsible until check-in**.

c) If you use the 'Delivery & Collection' service, **you are responsible** for the vehicle once we have left it for you until we pick-up the vehicle.

4) **Costs. You must pay** the amounts on the rental agreement for the vehicle and for any optional extras for the rental period. **You must pay** for any extensions to the rental period, including for optional extras that you agreed to. **You must pay** for **theft and damage costs, specialist-cleaning charges, towing fees, toll charges, parking, traffic or other fines and charges and related administration and processing fees**, if due in accordance with these terms and conditions.

5) Vehicle Use: You must: (i) exercise all reasonable care and skill when using the vehicle, (ii) use the vehicle according to the **laws of the country in which you are driving**, (iii) use the vehicle in a **lawful manner** and for **lawful purposes, (iv) use** the **correct fuel**, (v) **lock** the vehicle when you are not using it and ensure that all windows, roof openings, removable roof panels or hood are **properly closed**, (vi) **stop** using the vehicle immediately, if safe to do so, and notify us soon as you become aware of a fault with the vehicle.

You must not: (i) use the vehicle for **any commercial purposes**; for any **motorsport (recreational or professional)** or a related activity; **off-road**; **tow another vehicle or trailer**; **transport flammable, explosive, corrosive or combustive materials, except for mineral essence oils or similar products as permitted by applicable law (or as set out in the Location Specific Conditions) and fuel or gas necessary for the operation of the vehicle;** (ii) allow any person other than an authorised driver to use the vehicle.

You may only drive in the countries permitted by us. If you drive a vehicle having an EU member state registration outside the EU or a vehicle with a non-EU member state registration into an EU member state, **you must not use** the vehicle in the foreign country for longer than is allowed according to the applicable laws. Please see the Location Specific Conditions, ask the rental agent for more details or consult the relevant customs authorities.

6) **Accidents, Theft and Damage. You must notify** (i) the police **immediately** and (ii) us within **48 hours**, if the vehicle has been involved in an accident or damage event, even if no third party was involved.

If the vehicle is lost, stolen or damaged you must, to the extent the law allows, **pay the excess stated in this rental agreement, any taxes and our damage- or theft-processing fee (unless you have purchased additional waivers to further reduce your excess)**. **Your excess will not apply** in the circumstances set out in section 7 on Waivers.

We will try to recover the excess and other charges from the party at fault if you are able to show that the damage, theft or loss is not attributable to your fault, deliberate breach, fraudulence or gross negligence (to the extent such terms are used under the applicable law). To help us, **you must** provide us a properly completed incident report form, including the contact details of the other parties involved, within 48 hours of the accident. To the extent the law allows, **we will charge a fee to cover our costs in having to contact you to obtain a properly completed incident report form**.

You are not liable for any loss or damage charges to the extent attributable to our failure to maintain the vehicle or covered under a manufacturer warranty.

7) **Waivers**. Waivers reduce or will not charge you more than the stated **excess plus taxes (if applicable and our damage- or theft- processing fee unless your excess does not apply.** You can further reduce the excess by purchasing additional waivers.

Your excess will not apply if the loss or damage is attributable to (i) your deliberate or fraudulent act, omission or gross negligence (to the extent that such terms are used under the applicable law) or (ii) a deliberate breach of sections 5 (Vehicle Use) and 6 (Accidents, Thefts and Damage).
If your excess does not apply, we will be entitled to claim losses or damages against you in an amount equal to the severity of the negligence up to the full amount of the damage or loss we have incurred or will incur (whichever is the greater), to the extent allowed under applicable law.

8) **Fines and Charges. You must pay** for any **parking charges or traffic fines i**ncurred during the rental period related to your use of the vehicle. **You must pay** our **processing fee** to cover our time in dealing with these fines or charges, unless you are able to show that no loss or damage has occurred or if incurred, is significantly lower than the processing fee.

9) **Fuel. You must** bring the vehicle back with the same amount of fuel as was in the vehicle at time of pick-up unless you have purchased optional Fuel up Front. If you do not return the vehicle with the same level of fuel, **you must pay** for the fuel you have used at our 'Pay on Return' fuel rate.

If you drive less than the distance shown in the Fuel Charges section (EZ Fuel Charge) of your Location Specific Conditions and do not provide a fuel receipt, **you must pay** our EZ Fuel charge, unless you are able to show that no loss or damage has occurred or if incurred, is significantly lower than our EZ Fuel charge. If you have purchased optional Fuel Up Front, you do not need to fill the tank before you return the vehicle. **We do not refund for unused fuel** if you purchase optional Fuel Up Front, unless you return the vehicle with a full tank of fuel, in which case we will refund the Fuel Up Front charge.

10) **Additional Drivers and Passengers. You are responsible for** ensuring that any additional drivers you have added to the rental agreement or any passengers that you allow in the vehicle observe these terms and conditions. **You are responsible for any costs or charges** we incur because an additional driver or passenger does not comply with these terms and conditions.

Your excess may not apply if the loss or damage is because of the additional driver's or passenger's deliberate or fraudulent act, omission or gross negligence (to the extent that such terms are used under the applicable law) or (ii) a deliberate breach of sections 5 and 6.

11) **Changes to your Rental. You must pay** for any increase in prices if you change the rental period or if you exceed the agreed mileage. **You must pay** a one-way fee if you return to a different location than the pick-up.

12) Early Returns. If you return the vehicle and any optional extras early, you will lose the benefit of any special offers if you no longer meet their requirements. This may result in the rental costing you more. **There is no refund for any unused days**.

13) **Late Returns.** Unless agreed differently**, you must return** the vehicle and any optional extras at the time/date and location stated on this rental agreement. If you think you will be late, it is in your interest to request an extension from us. If you are late, **you must pay for an extra day's rental** for the vehicle and any optional extras **plus a late return processing fee** for each day/part of a day you are late.

14) **Pre-Authorisation.** We pre-authorise an amount on your payment card. This holds an amount on your payment card so you should ensure there are sufficient funds available, as we will only process payment at the end of the rental. If you pay with another card, be aware it can take up to 14 days for your bank to release the 'held' money back to you.

When you sign the rental agreement, you are agreeing for us to charge all the costs you incurred during the rental period to your payment card.

16) Tracking. Vehicles may be fitted with geo-location systems and tracking devices to locate our vehicles in case a vehicle is stolen or not returned to the rental location, or to locate a vehicle in case of accident or breakdown.

17) Use of your personal information. We use your personal information to: (a) provide the rental services to you and (b) decide whether to provide future rental services to you. **We will provide your**

personal information, to the extent the law allows and if necessary with your express consent, to:

a) **members of the** Rent Ev Car **Rent A Car System**, located within and outside of Europe, but only to the extent necessary **to provide the rental services,** and to **Wizard Co. Inc., the owner of the reservation system**, located in the United States of America, but only to the extent **necessary to process your booking through the reservation system**,

b) **enforcement / local authorities and parking companies** if they have the right to that information and the law allows us to or to verify the validity of your driving licence.

c) **to third parties** who act on our behalf in **claims administration**, in **collecting monies** that you owe us and in **conducting customer surveys** which we use for improving our services to you.

You have a legal right to access the personal information we hold about you (subject to payment of a fee, if allowed by law), and, if justified, you may to ask for any personal information to be corrected, modified, blocked or removed. The data controller is the vehicle rental provider, as named on this rental agreement.

18) Lost Property. We will do our best to contact you if we find any personal belongings in the vehicle. Any items containing personal or financial information will be disposed of within 28 days in accordance with our privacy policies and the General Conditions of Rental. All other items will be disposed of within 3 months.

19) **Applicable law.** The applicable law governing the contract between you and us will be the law applicable in the country where you picked up the vehicle and where the rental agreement was entered into.

1) The Contract

What is the contract?

The contract sets out our responsibilities to you and your responsibilities to us when renting a vehicle and any optional extras. It is made up of the following documents:

- the **rental agreement, including the key terms and conditions**
- these ***General Conditions***
- the **vehicle condition report** (if provided)
- the ***Location Conditions***

Who is the contract with?

The contract is with the provider of the vehicle and you, the person named on the rental agreement. You will find details of the vehicle rental provider on the rental agreement.

Depending on where and how you booked, your booking contract may have been with another party. They will have given us your details so we can provide you with a rental.

Before you sign

Please read these documents carefully. If you do not think you have received all the documents – or there is anything you do not understand or agree with – please speak to a member of our team.

The person who signs the contract must be the person who pays for the rental and the main driver of the vehicle.

By signing the rental agreement…

You:

- accept the terms of the **rental agreement**
- accept the ***General Conditions***
- agree with the **vehicle condition report** (if provided)
- acknowledge you understand the ***Location Conditions*** – you should find this in your booking confirmation email or we will provide it if you ask for it.

In summary, you agree to…

- rent the vehicle – including any replacement vehicles - and optional extras for the rental period
- pay the amounts stated in the rental agreement for the vehicle and any optional extras for the rental period
- pay rental fees for any extension to the rental period – as well as any optional extras you agreed to verbally
- pay relevant administration charges, fees, theft and damage costs, toll charges, parking, traffic or other fines or charges, court costs and/or any other charges according to the terms of the contract.

What is the rental period?

The **rental period** is the period from **'pick-up'** – the start date and time shown on the rental agreement – until whichever of these is later:

1. the end date and time shown on the rental agreement
2. if you return the vehicle during normal opening hours, when you hand over the keys and any optional extras at the return location
3. if you use the collection service, when you hand over the keys, any optional extras and we inspect the vehicle with you at the collection location
4. if you return the vehicle outside our normal opening hours, when whichever of the following happens first:

- we inspect the vehicle, or
- 12h00 noon on the next day the return location is open for business, after we find the vehicle, keys and any optional extras
- If we cannot locate the vehicle and keys within five days, we will treat them as lost or stolen.

Additional drivers

Any additional drivers may be required to sign an additional party form.

Signing the additional party form

By signing, additional drivers are agreeing to accept the terms set out in the contract. This applies even if you or they have signed up to our Rent Ev Car Preferred programme.

Does it cost to have additional drivers?

Yes – we charge for each additional driver.

Rent Ev Car **Preferred**

Even if you are a member of our Rent Ev Car Preferred programme, we want you to be sure of the terms for this rental.

Why should you read the contract?

You have already signed the Rent Ev Car master rental agreement so you may not be asked to sign your rental agreement. However, we strongly recommend that you check and read this contract and remind yourself of all the terms and conditions.

Which laws apply?

The laws of the country where you pick-up the vehicle.

A part of the contract can only be removed…

If a judge or other competent authority decides that any part of the contract is invalid or unenforceable. If possible, that part will then be crossed out – but the rest will continue to apply.

Corporate customers

This section only applies if you have a corporate or contracted agreement with us, e.g., a corporate account or an Rent Ev Car Wizard Discount (AWD) number.

By signing the rental agreement, you confirm…

You have the company's authority to enter into the contract. If there is a conflict between this contract and your corporate or contracted agreement, – unless otherwise stated in your corporate or contracted agreement – the terms of this contract will prevail.

2) Requirements you must meet to rent the vehicle

Booking reference

You must bring your reservation number or booking confirmation email with you.

We need this because…

It will help us find your details and help get you on your way as quickly as possible.

Driving licences

All drivers must bring a full driving licence valid for use in the country of rental for the entire rental period.

If any driver can't meet these requirements, they won't be able to drive

Bringing your driving licence with you

Drivers must bring all parts of their valid driving licence with them.

What happens if you forget?

Any driver who cannot show their full valid licence will be unable to drive the vehicle.

When do you need an international driving licence or an official translation of your driving licence?

Drivers must bring both their driving licence and

If a driver doesn't have one?

Any driver, who needs an international driving licence but does not have one, won't be able to

the vehicle.	either an international driving licence or an official translation of it from a notary in the language of the country of rental if: • their driving licence was issued in Europe and you are renting in a country outside Europe • their driving licence was issued in a non-European country, and you are renting outside that country • their driving licence was issued in a non-roman alphabet like Arabic, Greek, Russian, Hebrew or Japanese	drive the vehicle.
	How long must drivers have held their licence for? All drivers must have held their licence for the minimum period we require. Please check the If the driving licence does not show the driver has held it for the minimum period then they must provide evidence, such as previous driving licences or a letter from their driving licence authority stating that they have held it for at least the minimum period	**If a driver has previous or unspent convictions** Convictions on a driving licence will not automatically stop a driver from driving the vehicle. If any driver has any convictions you **must** check the or ask a member of our team as they may not be able to drive.
Payment cards You must bring the payment card used to make your booking.	**Why do you need to bring your original payment card?** When you book, we use your payment card as a form of identity check to ensure we give the vehicle to the person who made the booking. If you don't have the payment card used to make the booking with you, we will still rent to you if we have another vehicle available and you meet all our other requirements, but you will have to pay the 'pay at location' prices available on the day as this will be treated as a new rental. You do not have to use the original card to make any additional payments or pre-authorisations but the card must be in your name.	**When do you need to bring two cards?** For certain high value vehicles, we need you to bring two payment cards in the name of the person who made the booking. This should have been made clear when you booked, but if you want to double check, please speak to a member of our team.
Pre-Authorisations and Security Deposits Before we let you rent a vehicle, you need to allow us to take a pre-authorisation or a security deposit. You will need to give us an approved payment card that's in your name and has enough funds available on it to allow us to do so.	**What is a Pre-Authorisation?** A pre-authorisation holds an amount of money in your account. Once a pre-authorisation has happened, you won't be able to use that money for anything else until you've paid for the rental and the pre-authorisation has been released by your card company. While a pre-authorisation is in effect, it may even look like the amount has been deducted from your account, this isn't the case, the money is simply 'on hold' until a final payment has been made.	**What is a Security Deposit?** Pre-authorisations 'hold' money in your account. A security deposit, on the other hand, transfers money out of your account.
	How much will the pre-authorisation be? The amount is either fixed – or calculated based on: • The estimated vehicle rental price, plus of all optional extras you've requested • Excess amount • Plus an amount to allow for any fuel you may use - unless you buy Fuel up Front. • Less any amount we accept you have paid towards the rental when you booked – for example, the cost of any voucher The calculation varies depending on the rental location.	**How much will the security deposit be?** Most rental locations take a pre-authorisation rather than a security deposit. Where a security deposit is taken, the amount of the security deposit will be the same as for a pre-authorisation.
	When you bring the vehicle back The final payment amount will be calculated and processed using the payment card provided. If you choose to pay by a different method, please be aware that the pre-authorisation on the original card could last up to 30 days. Your card company is responsible for releasing pre-authorisations – not us. We are not responsible for how long your card company takes to release pre-authorisations.	**When you bring the vehicle back** The final payment amount will be calculated and the security deposit used. If the final payment is greater than the security deposit, we will ask you to pay the difference. If the final payment is less than the security deposit – or you choose to pay using a different method – you'll need to contact the Customer Service team to get a refund. Typically, card companies take from 7-14 days to

		add a refund back to your account. We are not responsible for how long it takes for your card company to apply a refund.
Other things to bring You need to bring photo ID. You might also need proof of address. In this section when we say 'you' we mean the person named on the rental agreement, any additional drivers, anyone who makes payment towards the rental	**Photo ID** Your photo ID will need to be recognisable as you. We can accept your passport or photo driving licence, a national identity card or any other form of government-issued identification.	
Driver age restrictions There are age restrictions – but they vary by vehicle and by country.	**What does this mean?** • If a driver is under our minimum age to drive a certain vehicle, we will try to find you a vehicle with a lower age restriction. • If a driver is under the minimum age restriction for all vehicles – or over the maximum age restriction for all vehicles, they won't be able to drive. • If a driver is below a certain age or below a certain age, you will need to pay a driver surcharge. • If a driver is over a certain age, they may need to provide additional documents to show they are fit and able to drive.	
Other circumstances If you or anyone in your party behaves in an unacceptable way, we may refuse to rent a vehicle to you.	**Unacceptable behaviour** We may refuse to rent to you if we believe that any driver is under the influence of drink or drugs or you, or a anyone in your party, is – in our opinion – abusive or threatening to our teams.	
If you don't meet all requirements We can refuse to rent a vehicle to you – or allow particular drivers to drive.	**Examples of failing to meet requirements** You will fail to meet our requirements if you forgot to bring the payment card you used to make any pre-paid booking or a driver doesn't meet all the requirements. We may still rent you a vehicle if you don't meet these requirements – but it could be at 'pay at location' prices. Otherwise, we will cancel your booking, and you will need to contact the Customer Service team for a refund.	

3) Security Checks

Security Checks We operate identity, security, driving licence and credit checks. In this section when we refer to 'you' we mean: • The person named on the rental agreement • Any additional drivers • Any person who makes payment towards the rental	**What does this mean?** By signing the rental agreement or driving the vehicle, you agree to such checks being carried out against you.
	Failing the checks before or at the time you 'pick-up' the vehicle • If you fail to meet any of our checks, we may refuse to allow a driver to drive the vehicle or allow you to rent the vehicle. • If we find that any amount is owed to us or any other Rent Ev Car group company, we may refuse to allow a driver to drive the vehicle or allow you to rent the vehicle.
	What happens if you fail the checks during or after the rental: If we find out that any information you've given us is false or inaccurate, then you'll have broken your contract with us. You will then have to pay for any costs or damages we incur.

4) The Price

Vehicle rental price The vehicle rental price is calculated based on: • Your start and end dates and times • Rental location(s) • The amount of time you rent for • The type of vehicle stated on your rental agreement Unless stated otherwise, the price also includes all costs you must pay – for example, vehicle tax, local taxes, and any location surcharge.	**Optional extra prices** The price of optional extras – such as baby seats, additional driver(s), excess reduction products, delivery charges and GPS devices – are calculated based on, your start and end dates and times, the rental location(s) and the amount of time you rent for. Unless stated otherwise, the price also includes all costs you must pay – for example, local taxes, and any location surcharge.
Location/ Airport surcharge If you rent from some locations – mostly airports, train stations and city centre locations – you **pay a location surcharge** as it costs us more to operate there.	**When do you pay the Location/ Airport surcharge?** Don't worry, It will be **included in the price** quoted to you but it may be shown as a separate item on your rental agreement or receipt.

5) Customers with disabilities

Adapted vehicles Specially adapted vehicles are not available in all LT locations.

6) Collecting the vehicle

Vehicle availability

We usually have a vehicle in the group you requested.

If there is a problem with vehicle availability…

It would be unusual for us not to have a vehicle in the group you asked for. If it does happen, we will try to find you a vehicle from a higher group at no extra cost.

If we can only find you a vehicle in a lower group, and you agree to rent this vehicle, you will only be charged for that vehicle. If you've already paid, you will be entitled to a refund of the difference.

To get you on your way we may provide you with more than one vehicle or suggest you use alternative transport until we can get a vehicle in the group requested to you as soon as one becomes available.

This hardly ever happens, but if no vehicles are available, you will of course be entitled to a full refund of any amount you have already paid.

You'll need to contact the Customer Service team with your booking reference number for a refund.

What if that means there are extra costs?

In the unlikely event we are unable to provide you with a vehicle at 'pick-up', and you need to find alternative means of transport until we can get a vehicle to you, we will reimburse you for your reasonable additional costs.

If we are unable to provide you with a vehicle, and you have to rent from another company, we will pay the difference between the cost of renting from us and the cost of renting a similar vehicle from the other provider.

If you incur any other additional costs as a direct result of our failure to provide you with a vehicle, we will only be responsible for these if we both knew you would have to pay them when you made your booking (these are known as **foreseeable losses**).

We will not be responsible for your foreseeable losses where you have been able to recover them from someone else. We will not pay for losses which are not directly related to our failure to provide you with a vehicle or losses which were not foreseeable by you and us (such as loss of profits or loss of opportunity).

You must do what you can to reduce (or mitigate) the additional costs you have to pay.

If we are unable to provide you with a vehicle because of an unforeseeable or unavoidable event – such as a terrorist act or natural disaster – we will not be able to help you with any losses you incur; however we will refund any payment you have made in connection with the rental.

Availability of optional extras

We usually have the optional extras you pre-booked.

What happens if there is a problem with availability?

It would be unusual for the rental location not to have an optional extra you pre-booked. If it does happen, they will try to get one from another rental location. If this is not possible, they may:

- Refund you the cost of the pre-booked optional extra. You'll need to contact the Customer Service team for this.

Can you keep the extras you have had to buy?

No. If you agreed to buy the optional extra from elsewhere, you will have to give it to us when you return the vehicle.

If you give us the original purchase receipt, we'll refund the price you paid for it.

This doesn't include optional extras that are available for you to buy from us – like USB chargers. If you have bought something from us, then of course it is yours to keep.

7) Vehicle condition and inspection on 'pick-up'

Vehicle condition

The vehicle has been maintained in accordance with the manufacturer's recommended standards and will be roadworthy at 'pick-up'.

What if the vehicle is damaged?

Any existing damage, other than minor damage, will be stated on the contract.

Inspecting the vehicle When you pick the vehicle up you should inspect it. If there is any damage, other than minor damage, you must make sure it is recorded on the contract.	**What you need to do…** It is in your interests to take a few moments to check the vehicle when you pick it up. If you find damage that is not already stated on the contract (other than minor damage), you need to tell us about it before you drive away, by contacting the rental location.	**If the vehicle is delivered…** It is your responsibility to inspect the vehicle. Before you drive it, you must inform the delivery driver or contact the Customer Service team to report damage, other than minor damage, that is not stated on the contract.

8) During the Rental

Using the vehicle

There are a few dos and don'ts when you're using our vehicles.

You must…

- Use the vehicle according to the road traffic laws for the country you're driving in
- Use the correct fuel
- Lock the vehicle when you're not using it, or when you're refuelling it – and you must use any security device fitted to or supplied with it
- Comply with all laws and regulations for using the vehicle and any optional extras
- Contact us as soon as you become aware of a fault in the vehicle – or if you believe the fault means the vehicle is no longer roadworthy

You must NOT…

- Take the vehicle outside of Baltic countries (Lithuania, Latvia and Estonia) of rental or any other permitted country without our prior agreement
- Use the wrong fuel
- Drive the wrong way down a one-way street
- Drive without due care and attention or at excessive speeds
- Use a mobile communication device that may distract you from driving including driving while texting, emailing, using a mobile phone without a hands-free device or otherwise engage in similar activities
- Fit your own equipment to the outside of the vehicle which may cause damage to the vehicle for example signage, stickers, roof racks, luggage carriers or bike racks,
- Overload the vehicle (as determined by the vehicle manufacturer)
- Sell, rent, remove, or dispose of the vehicle or any of its parts or allow anyone else to do so
- Sell, rent, remove, or dispose of any optional extras or any of their parts or allow anyone else to do so
- Push or tow any trailer or any other vehicle
- Give anyone any rights over the vehicle
- Work on the vehicle or let anyone else work on the vehicle without our prior agreement
- Let anyone drive the vehicle other than a driver we have agreed to
- Carry or transport any hazardous, toxic, flammable, corrosive, radioactive, harmful, dangerous or illegal materials
- Use the vehicle for any crime or other illegal activity or purpose
- Use the vehicle for hire or reward
- Use the vehicle for any purpose which requires an operator's licence
- Use the vehicle off-road, on a racetrack, for racing, pace making, testing whether for reliability or speed, or for teaching someone to drive, or in connection with motor rallies, competitions, demonstrations or trials.
- Use the vehicle whilst any driver is under the influence of alcohol or drugs or other narcotic substances, or medications under the effects of which the operation of a vehicle is prohibited or not recommended
- Use the vehicle in an imprudent, negligent or abusive manner
- Use the vehicle when any warning light is on or when the service reminder message is displayed unless it is unsafe to stop or you have been advised by us to continue driving. Please contact us immediately.
- Carry any animals without our prior agreement.

These examples are not exhaustive; any unlawful or dangerous conduct whilst driving or otherwise making use of the vehicle will be viewed as you breaking the contract and to the extent we are allowed to do so by law, you will lose the benefit of any damage waivers, excess reduction products, personal accident insurance and third party liability insurance.

Regional Laws: The laws in the country where you are driving will require you to obey local, regional or national restrictions, which you may be unfamiliar with.	**What you should do?** You should ensure you are familiar with these laws or you may receive a fine or charge. If you are unsure of the laws that apply in the rental locations' immediate vicinity, please ask a member of our team. **Here are some examples:** Restrictions could require you to: • use winter tyres on certain roads in certain months of the year. If the rental location is on such a road, and you are renting during these months, the vehicle will be provided with winter tyres. • drive only in the area immediately surrounding the rental location for a short time after collection or before return of the vehicle, for example where the rental location is situated in an area of historic interest or, • carry specific equipment which we do not provide with the vehicle, such as breathalyzers • drive only in a restricted access area if you have paid to do so, for example if there is a congestion charge zone.
Where can you drive? Anywhere that is permitted in the country of rental.	**Can you drive anywhere else?** You can drive in other permitted countries, but this varies depending on the country of rental and if you have purchased any relevant extension product.
If you have an accident Sometimes accidents happen, so we have some guidance on what to do if you have an accident.	**What to do at the scene…** You must inform Rent Ev Car and... • Not admit responsibility to any third party. If you admit responsibility, it may be harder for us to recover costs and reimburse you your excess • If possible, note the names and addresses of everyone involved, including witnesses and passengers • Complete the European accident report form and return it to us within seven days • If the vehicle is not safe to drive, make it as secure as possible and call us to arrange recovery. If you need one, we'll provide a replacement vehicle as soon as possible • Report the accident to the police and get a police report or crime reference number **What to do after the accident…** You must inform Rent Ev Car and... • Complete an incident report form and return to us within seven days. This is in addition to the European accident report form. If you can't find these in the vehicle, please let us know and we'll send them to you. You must not knowingly tell us wrong information. If you do, you will lose the benefit of any waivers, excess reduction products, personal accident insurance and third-party liability insurance, to the extent we are allowed to do so by law. • Not repair the vehicle yourself or let anyone else do so unless we have agreed to it. If you allow repairs to be carried out without our agreement, you will have to pay for it and to the extent we are allowed to do so by law, you will lose the benefit of any damage waivers, excess reduction products, personal accident insurance and/or third-party liability insurance • Make sure that you and the driver help us with any insurance claim related to the accident If you do not send us the incident report form or we find out the incident report form contains missing or incorrect information, then you will be charged a processing fee.
Roadside Assistance If you need to call for roadside assistance, you must only call us or our roadside assistance provider. Their contact details can be found inside the vehicle.	**In the event of mechanical failure:** Mechanical failure in our vehicles is rare. However, if it does happen in a permitted country then we will **provide Roadside Assistance free of charge**. Our roadside assistance provider will try to fix it at the roadside but if they cannot, they will take you and your party to the nearest rental location where we will try to provide you with another vehicle to get you on your way. **Other problems during the rental…** If you have bought Roadside Assistance Plus, and you're driving in a permitted country, we will also provide roadside assistance for certain non-mechanical breakdowns. You will only **need to pay for the costs of any additional items needed** to get the vehicle back on the road – like fuel or tyres. **In all other circumstances…** Even if you haven't bought Roadside Assistance Plus, you must still tell us if you break down or have an accident. If you need roadside assistance, we will arrange this for you but you will have to pay for it. **You will also be**

	charged for any costs we incur getting the vehicle back on the road in the country of rental. This may include, but is not limited to: • Call out and recovery costs • Repair costs • Loss of use • Repatriation costs • A processing fee • And any costs to take you, and/or any of your passengers, to another location By signing the rental agreement, **you give us permission to take payment** for this and we will charge it to your payment card.
If the vehicle, keys or any optional extras are stolen Sometimes theft happens, so we have some guidance on what to do if anything you've rented from us is stolen.	**What to do at the scene…** You must inform Rent Ev Car and: • report it to the police and obtain a police report or crime reference number without delay, • immediately provide us with the police report or crime reference number and the keys (if possible).
	What to do afterwards: You must inform Rent Ev Car and: • Complete an incident report form and return it to us as soon as possible (and in any event within 7 days). We will send this to you. If you fail to send us the incident report form then a processing fee will apply. You must not knowingly tell us wrong information. If you do, you will lose the benefit of any waivers, excess reduction products, personal accident insurance and third-party liability insurance, to the extent we are allowed to do so by law. • Make sure that you and anyone in your party help us with any insurance claim, police or other investigation related to the theft.

9) Extending the rental

Extending the rental If you want to extend the rental, please contact us as soon as possible. At the latest, this should be before the end date and time on your rental agreement.	**If it is possible to extend…** We'll do our best to help although another customer may have booked the vehicle. We will ask you to come back to the rental location and sign a new contract and possibly change vehicle if: • You need the vehicle for more than 28 days, including your original rental period • You have made more than three requests to extend the rental
	Extension costs: • Extra days will be charged at 'pay at location' prices • Your pre-authorizations will be updated to include any anticipated additional costs – and you will need to use the same payment card you used for the original pre-authorization • You may need to go into the rental location to sign a new rental agreement and/or provide an additional payment card for the pre-authorization
	Failure to extend the rental: If you fail to extend the rental and you are more than 29 minutes late returning the vehicle, your rental will be extended, and you will be charged an extra day's rental at current pay at location prices plus a late return-processing fee for each day or part of a day until the vehicle is returned.
	If you don't return the vehicle: If you do not bring the vehicle back to us at the agreed date and time, you will have broken your contract with us and will lose the benefit of any damage waivers, excess reduction products or personal accident insurance. This means you will need to show that the damage, loss or theft occurred before the agreed return date if you wish to benefit from these waiver and protection products. We will take steps to find the vehicle and get it back. This could include reporting the vehicle to the police as missing or stolen, giving your details to a repossession agency, and/or trying to recover the vehicle from your premises. You will also have to pay: • the full cost of recovery • loss of rental income we incur • costs we must pay to third parties in relation to the vehicle • our own reasonable costs, including a late return processing fee When you sign the rental agreement, you give us permission to do this. We will charge it to your payment card. If you think you're going to be late returning the vehicle, please ask for an extension immediately.

10) Damage, Loss or Theft

Damage to the vehicle This is what happens if the vehicle, keys, any accessories, or any vehicle documents are damaged or the keys, any accessories or any vehicle documents are lost or stolen while you're renting it	**How we calculate the repair costs** We use a damage matrix to work out the estimated cost of repair. The damage matrix uses an average repair cost for the vehicle group selected, which takes account of different makes and models in that group. We work this out using: • industry standard labor rates and job duration, according to an industry standard estimating tool; • the price of any original equipment manufacturer parts,

	• loss of use (being the amount the vehicle reduces in value and interest costs, rather than potential lost rental value). We will only charge loss of use if the vehicle needs to be sent away to be repaired.
	Without additional cover You are responsible for paying: • either the cost of replacement or the estimated repair costs, whichever is lower • our loss of use and • our processing fees You will not be charged if our standard cleaning procedure resolves the damage.
	With additional cover Usually, Damage Waiver comes as standard with your rental vehicle. If it does, you'll see it on your rental agreement. If it isn't included, you can buy it separately. Exclusions do apply. You can also buy excess reduction product(s) separately. You are responsible for paying an amount up to the excess stated on your rental agreement for: • the cost repair or replacement and • our loss of use and • our processing fee (if applicable)
Loss or theft This is what happens if the vehicle is stolen during the rental period.	**Without additional cover** You are responsible for paying: • the cost of replacement • our loss of use • a processing fee
	With additional cover Usually, Theft Protection waiver comes as standard with your rental vehicle. If it does, you'll see it on your rental agreement. If it isn't included, you can buy it separately. Exclusions do apply. You can also buy excess reduction product(s) separately. You are responsible for paying an amount up to the excess stated on your rental agreement plus a processing fee for: • the cost of replacement and • our loss of use
Property damage and personal injury This is what happens if you're in an accident where someone is injured, or their property is damaged.	**Without additional cover** The vehicle comes with third party liability cover. This means you're **covered for any damage caused to another person's property** - for example, their vehicle - and/or any injury suffered by third parties, including passengers in the rental vehicle. You will not have to pay any of their costs, unless the damage or injury was caused by: • Your negligence • You breaking the contract (for example allowing someone we have not approved drive the vehicle) • Or you breaking the law In these circumstances, if the law requires us to provide you with third party liability cover, the minimum cover required by law will still apply but we, or our insurer, may seek to recover our costs from you. Third party liability cover does not cover any injury to the driver of the rental vehicle or any personal items inside the vehicle.
	How can you get additional cover? You can buy personal accident insurance from us – though there are exclusions. Personal accident insurance is provided by our carefully selected partner. With personal accident insurance, you will only be responsible for paying an amount up to the excess.
Damage, Loss or Theft resulting from you breaking the contract If the vehicle, keys, accessories, optional extras or any vehicle documents are lost, stolen or damaged as a result of you or anyone in your party breaking the terms of the contract then you are responsible for all costs.	**How will this affect you** If you break the terms of your rental agreement with us, **you may lose the benefit** of any waivers, excess reduction products, personal accident insurance and third-party liability insurance. So, you will have to pay: • The full cost of replacement or estimated repair costs • Any loss of use • Any costs we must pay to third parties • And our own reasonable costs, including a processing fee In these circumstances, if the law requires us to provide you with third party liability cover, the minimum cover required by law will still apply but we, or our insurer, may seek to recover our costs from you.

Payment If there has been any damage, loss or theft then we need to take payment from you.	**What will you have to pay when the damage, loss or theft is discovered?** You'll pay no more than the normal excess amount for the vehicle. When you sign the rental agreement, **you give us permission to take this payment for the damage or loss**, and we will charge it to your payment card. This will happen when you return the vehicle or exchange it. If the vehicle has been stolen, we will charge you when the return date stated on your rental agreement passes.	**What will you have to pay later?** If you are required to pay more than the excess, we will invoice you for the additional costs. By signing the rental agreement, you give us permission to take payment for the damage or loss. Wherever possible, we will charge it to your payment card.
Third party protection products If you decide to buy cover from an external provider, you will still have to pay if the vehicle is lost, stolen or damaged.	**You will have to…** Pay the full costs set out above. Then make a claim with your external provider to get your money back. It is your responsibility to ensure you understand the terms of any cover you buy from an external provider and for any claim you make. We are unable to help you with your claim.	
What if you can prove the damage, loss or theft was not in any way your fault or due to your negligence; or if you can prove the damage was less than we said? To the extent the law allows, you will need to pay even if you know who stole or damaged the vehicle.	**We will…** If we are allowed by law to do so, require you to pay for the damage or loss and the rental costs, even if the vehicle is not found or repaired at the time we take payment. Even though we don't have to do this, we will try – with your help – to recover costs from third parties. If we're successful, we will refund these costs to you. You won't be responsible for these costs if they come about through our negligence, or if we've broken the contract. If you can show the damage was not in any way your fault or due to your negligence, we will refund these costs to you (if we have already taken payment because we are permitted by law to do so). If you can show the damage was less than we said, we will refund you the difference	

11) Speeding, parking and traffic fines and charges

Fines and other charges You're responsible for making sure that the vehicle you've hired is used according to the laws of the country you're driving in.	**You are responsible for…** You are responsible for all fines and charges issued as a result of you or any driver using the rental vehicle. Fines and charges could include: • All parking fines or charges • Toll charges • Towing charges • Traffic fines or charges • Speeding fines • And any other charges or fines
	When we receive fines or charges meant for you… If a fine or charge is sent to us because you haven't paid a charge or complied with the law, we will take payment for: • Our administration fee to cover our costs of dealing with the fine or charge • The fine or charge itself – if we must pay it By signing the rental agreement, you give us permission to take these payments. We will charge them to your payment card.
	Passing on your details By signing the rental agreement, you agree to us giving your details, as well as a copy of the rental agreement, to the authority or private company that has issued the fine or charge if we consider they have a right to the information and the law allows us to do so. This enables them to transfer the fine or charge to you and contact you. We charge you a processing fee for doing this.
	If we cannot pass on your details There are times when we cannot lawfully pass on your information. In these circumstances, we'll pay the fine or charge on your behalf and then invoice you for the fine or charge, as well as our administration fee.
	Your rights to appeal If you want to appeal, contest, or dispute a fine or charge, we will give you details of: • The fine or charge • The organization who issued the fine or charge You must deal directly with the issuing organization to get a refund and/or compensation. Unfortunately, we cannot help you with your dispute.
	If the rental vehicle is seized

	Unless the seizure was caused by our negligence; us breaking the contract or the law; if the vehicle is seized by the police; Customs and Excise or any other authority while you're renting it, you will have to pay: • Any costs we incur as a result of the seizure • Plus any loss of rental income while the vehicle is not available to rent to someone else • Plus a processing fee

12) Returning the vehicle

Returning the vehicle Unless we have agreed something different with you, you must return the vehicle and any optional extras you rented to the return location stated on your rental agreement by the end date and time.	**Returning the vehicle early** If you bring the vehicle and any optional extras back to us early, you will still have to pay for the full rental period. Because special offers and discounts often relate to specific time slots, you may even end up having to pay more if you bring the vehicle back early.	**Returning during opening hours** We recommend that you are there when we inspect the vehicle. We will give you this opportunity, but this may mean you have to wait during busy times.
Out of hours returns Unless you've agreed it with us, you cannot return the vehicle and any optional extras outside of our normal opening hours. If we do agree to let you return a vehicle and optional extras out of hours, there are some things you need to know.	**If you return a vehicle out of hours** If you do return the vehicle and any optional extras outside of our normal opening hours, you must: • Leave any optional extras in the boot or trunk • Secure the vehicle near the return location • Leave the keys in our secure post boxes outside the rental location and tell us where the vehicle is	**Your responsibilities** You remain responsible for the vehicle and any optional extras, until whichever of these happens first: • We inspect the vehicle • 12h00 noon on the next day the return location is open for business, after we have collected the vehicle, keys and any optional extras If we cannot locate the vehicle and keys within five days, we will treat them as lost. You will also be responsible for: • Damage to, or loss of, the vehicle or any optional extras • Any parking, traffic or other fines or charges that are incurred during this time unless, of course, they're caused by our negligence, or us breaking the contract or the law.

13) Vehicle condition and inspection on return

Vehicle condition You must return the vehicle and any optional extras in the same condition you received them.	**Normal Wear and Tear:** We will allow for normal wear and tear; bearing in mind the distance you travelled and the length of your rental. This includes (but is not limited to) tyres, fittings, documents, run-flat compression kits, keys, and any navigation devices (GPS), child seats or other equipment and their associated user guides, cables and carrying cases (if any).
Inspection on Return We always inspect the vehicle on its return.	**Being there during inspection** We recommend that you are there for the inspection so that any damage can be agreed, the total to pay can be confirmed and payment can be taken.
	If you are not there for inspection We will inspect the vehicle in your absence. In order to avoid unexpected charges, it is important you be there for the inspection.
	If we find damage We will add the cost of any damage we find to the amount you have to pay for the rental period. We will charge your payment card for this amount. You will not be liable for this amount if you can show the damage was not in any way your fault or due to your negligence or breach of the contract. Unless you have asked us to send you a receipt by post or email, you'll usually be able to view all charges on the website you used to make your booking. When you sign the rental agreement, you are authorizing us to take payment for damage if necessary. We will automatically charge your payment card.
Using our collection service If we agreed to collect the vehicle from you, we will try to do it on the end date and time stated in your contract. Alternatively, if we have agreed to collect at a different time, to do it then.	**When we collect** Our driver will try to: • Inspect the vehicle with you or someone they reasonably believe is acting on your behalf • Confirm the total rental amount due • Take payment If no one is there when we collect, the vehicle may be taken to the nearest rental location and inspected in your absence. You must pay for the fuel we use to take the vehicle to the nearest rental location. Unless you have bought Fuel Up Front, this will be charged at the 'Pay on Return' price. We strongly recommend you're there when we inspect the vehicle.
	If we find damage We'll add the cost of any damage we find to the amount you have to pay. We'll charge your payment card for this amount. If you can show the damage was not in any way your fault or due to your negligence, we will refund this

	cost to you. Unless you've asked us to send you a receipt by post or email, you'll usually be able to view all charges on the website you used to make your booking. When you sign the rental agreement, you're authorising us to take payment for damage if necessary. We will automatically charge your payment card.
	If we can't collect If our driver can't collect the vehicle because: • It's not at the agreed location • He or she can't find the keys • Or for any other reason outside our control We will contact you to rearrange collection – or arrange for you to return the vehicle to us.
	What this will cost If our driver is unable to collect the vehicle: • You will be charged for the failed collection • And we'll treat the situation as a failure to extend the rental Unless, of course, the failure was caused by our negligence or us breaking the contract.

14) Fuel

At the start of the rental The vehicle will normally be supplied with a full tank of fuel.	**Bring the vehicle back with a full tank** You must return the vehicle to us with a full tank of fuel, as shown on the factory-installed fuel gauge. We recommend you fill up as close to the return location as you can on the return date, and keep the receipt to show us. If you do not return the vehicle with a full tank – or you cannot show us a receipt for fuel – we will charge you.

15) Payment

Payment cards we accept

We accept the following payment cards:

- American Express,
- Visa Credit Cards,
- MasterCard Credit cards,
- Rent Ev Car issued charge cards.

Payment cards we don't accept

We do not accept Visa Electron, American Express Travellers Cheque, Dinners cards and Pre-Paid cards even if they carry the American Express, Visa or MasterCard logo on them.

Other Payment Methods

In some locations we may accept the following payment cards (only for final payment, NOT for deposit):

- Visa Debit cards,
- MasterCard Debit cards.

16) Ending the Contract Early

When we end the contract early In some circumstances, we will seek to end the contract. In this section when we say 'you' we mean: • The person named on the rental agreement • Any drivers • Anyone who makes payment	**Private Individuals:** If you are renting as a private individual, we may end the contract straight away if: • we find out that any of your belongings have been taken away from you until you pay off your debts; or • a receiving order has been made against you; or • you are declared bankrupt; or	**What this means:** If you break the contract by not doing what you agreed to, you must pay: • any amounts owed to us under the contract and • for the losses we suffer as a result, provided they are losses that we both thought, when you signed the contract, could arise if you broke the contract (known as "**foreseeable losses**"). Foreseeable losses could include:

towards the rental	• you break the contract in a way that causes us significant loss or harm, or in a way that cannot be rectified. **Companies or partnerships:** If you are renting on behalf of a company or partnership, we may end the contract straight away if: • the company or partnership goes into administration or liquidation; or • the company or partnership calls a meeting of its creditors; or • we find out that the company's or partnership's goods have been taken away from it until it pays its debts; or • you or the company or partnership breaks the contract in a way which causes us significant loss or harm, or in a way which cannot be rectified	• loss of rental income, • the cost of repairing or replacing damaged items, or • any amounts we have to pay to third parties if we are late in returning the vehicle to them. You may also lose the benefit of any damage waivers, excess reduction products, personal accident insurance and third party liability insurance. You will not have to pay for losses that are not directly related to you breaking the contract or losses that were not foreseeable. We will reimburse you if you can show that you or any additional driver was not responsible for breaking the contract or the costs were not caused by you or any additional driver breaking the contract. Where you do not return the vehicle and/or any optional extras you rented within 1 day of the ending of the contract, we will treat this as a failure to return the vehicle.
If we do something wrong: If we break the contract, you may end the contract straight away.	**What you must do:** If you decide to end the contract because of us breaking it, tell us straight away. You must return the vehicle and any optional extras as soon as you can. You must still pay all amounts owed to us under the contract including the rental costs for the rental period until the date of return and inspection of the vehicle. You must do what you can to reduce (or mitigate) any losses you suffer.	**What we must do:** Nothing in the contract reduces your statutory rights. However, if we break the contract by not doing what we agreed to, we must pay for the losses you suffer as a result, provided they are losses that we both thought, when you signed the contract, could arise if we broke the contract (known as "**foreseeable losses**"). Foreseeable losses could include your reasonable costs of using alternative means of transport during the original rental period. We will not be responsible for your foreseeable losses where you have been able to recover them from someone else. We will not pay for losses not directly related to our failure to provide you with a vehicle or losses that were not foreseeable by you and us (such as loss of profits or loss of opportunity). If we break the contract because of an unforeseeable or unavoidable event – such as a terrorist act or natural disaster – we will not be required to comply with our obligations under the contract for the duration of time that the event is going on. Nothing in the contract shall limit or exclude our responsibility for (i) fraud; (ii) death or personal injury caused by our negligence; or (iii) any other responsibility to the extent that the law says it cannot be excluded or limited.

17) Use of Personal Information

Your Personal information

We process personal information for a variety of reasons.

In this section when we refer to 'you' we mean: (i) the person named on the rental agreement, (ii) any drivers and (iii) any person who makes payment towards the rental

What we use it for:

We will use (or process) your personal information and that of any additional drivers in order to:

- provide the rental services to you,
- carry out relevant identity, security, driving licence and credit checks,
- maintain and improve our administration and management of our services, and
- send you information about similar goods and services that we think will be of interest to you if the law allows us to do so. You may opt out of receiving such information at any time by contacting the Customer Service team or by clicking the unsubscribe button in the email you receive.

For the detection and prevention of crime, we may use electronic devices in the vehicle to monitor the vehicle's condition, performance and operation and to track the vehicles movements. This information may be used during the rental period and at any time afterwards, (if relevant and if the law allows us to do so). We will not make any voice or video recordings.

Please see our privacy policy available on our website for more information.

By signing the rental agreement, you give us your express consent to our use of your personal information for as long as the law allows us to.

process your booking through the reservation system,

- **Third parties such as the police and private parking operators** if we consider they have a right to the information and the law allows us to. For example, if there is an allegation of speeding, or that you have failed to pay a traffic fine or charge.
- **Third parties usually located in the country of rental**, to allow relevant identity, security, driving licence and credit checks to be carried out and to detect and prevent crime in relation to your rental.
- **Third parties, usually located in the country of rental to investigate accidents and thefts,** and to try to recover costs for damage caused to the vehicle, any optional extras and to individuals.

Please see our privacy policy available on our website for more information.

By signing the rental agreement, you give us your express consent to us using and transferring your personal information for as long as the law allows us to. You have the right to withhold your consent to your data being forwarded to third parties or being used for advertising purposes.

Your rights of access:

You have a legal right to access the information we hold about you, to ask for any personal data to be corrected, modified, blocked, or removed. You have a right to ask for an explanation of the data processing and further rights set out in the applicable data privacy laws to the extent this is necessary to ensure the fair processing of your data. You also have the legal right to object to the processing of such information for compelling and legitimate reason.

To access this information, please contact us and ask for details. You will find our details on your Rental Agreement. We may ask you to pay a subject access request fee if the law allows us to do so.

Find out more: Call the Customer Service team.

18) Complaints and Contacting Us

Customer Services:

We want you to be happy with your rental but we know that sometimes things go wrong.

Contact Us:

We take customer service seriously and commit to dealing with complaints fairly and thoroughly.

If you want to complain about your rental, you can find our contact details in the rental agreement and the ‘Location Conditions’ document.

Our Response Times:

We aim to resolve general complaints within 10 working days and complaints relating to damage within 15 working days.