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## PREAMBLE

Thank You for renting with Europcar!

If you have hired the MyEuropcar product, the MyEuropcar Special Terms and Conditions available at [www.europcar.es](http://www.europcar.es), and secondarily the present General Rental Terms and Conditions of Hire ("T&Cs"), shall apply to you.

EUROPCAR IB, S.A. ("Europcar") is a private limited company incorporated in Spain under company number A-28364412 with registered office at *Avenida del Partenón, 16-18, 28042-Madrid*

In accordance with the present T&Cs, Europcar will have the following obligations:

- rent a Vehicle (a car or a van or a motorcycle) to You (the person named in the Rental Agreement – as defined below – and who signs it) for the period of time (not exceeding 90 days) that is specified in the Rental Agreement (the "Hire Period") plus any accessories that You wish to rent which will also be indicated in the Rental Agreement.
- provide certain mobility services with all of our rentals and offer You other services which are available at an extra cost.

The contractual relationship between You and Europcar is governed by the following documents:

- the Rental Agreement, including if applicable its specific conditions (the document signed by You at the moment of the check-out or the first day of rental)
- the booking confirmation email (where You have prebooked Your rental online)
- the Europcar Insurance and Protection General Conditions
- the Recommended Tariff Guide to additional costs;
- the present T&Cs which apply to all aforementioned documents.
- In case of a contradiction between the documents above listed, the terms of the first document will prevail over the following document.

## 1. TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?

The T&Cs shall apply (i) to the person who signs the Rental Agreement, (ii) to the person who provides the corresponding bank card as a guarantee of payment for the rental of the Vehicle, whether or not he/she is the holder of the Rental Agreement and (iii) to any authorised driver.

The holder of the bank card provided as a guarantee or payment of the rental shall assume all the costs associated with the Rental Contract (regardless of whether or not he/she is the holder of the rental contract or an authorised driver).

In the event that the reservation has been made, prepaid and/or paid for by a third party, other than the Hirer (understood as the person signing the Rental Agreement), and said third party subsequently rejects the charge made by Europcar, Europcar may demand payment of said amount directly from the Hirer (and jointly and severally from the authorised drivers appearing on the Rental Agreement).

All persons identified on the Rental Agreement shall be jointly and severally liable for the payment of any amount due under the agreement.

## 2. WHO CAN RENT AND WHO CAN DRIVE?

### Who can rent?

Any physical person:

- who is legally capable of entering into an agreement with Europcar and is prepared to accept responsibility for the throughout the Hire Period; and
- who has the means that will be accepted by the relevant local Europcar company (see table below) to pay for the hire of the Vehicle and any associated costs;



Payment method accepted by Country	SPAIN
Cash	√
Credit Cards* For the codes LVAD, FFAD, FFAR, LDGD, UXAN, UXAR, WFGV, RDAR, RVAM, RVAR, GXAR, UFAR, UDAR, GFAR belonging to the Selection-Luxury category vehicles, <u>two credit cards will be required.</u> <u>Debit cards both VISA and MASTERCARD.</u>	√
Europcar Paying Method	√
Vouchers	√

- who provides valid identification documents as indicated in the table below.

Documents required by Country	SPAIN
ID or Passport issued by countries belonging to EU	√
Passport (for citizens of countries not belonging to UE)	√
Driving license (mandatory in any case)*	√

[√] Mandatory

\*Please note that in the event that you are required to present an International Driving Permit, you must also present your national driving licence along with it in order for it to be valid.

Also, if you are a US or Canadian citizen, please note that you will need a valid International Driving Permit issued in accordance with the models in Annex 10 of the Geneva International Convention, Annex E of the Paris International Convention, or Annex 7 of the Vienna International Convention, in order to rent with us.

The validity of the various licences listed above is subject to them being within their period of validity.

#### Who can drive? (the "Driver")

An authorized Driver of a Vehicle will be any physical person who complies with all of the following requirements:

- is expressly mentioned and fully identified on the Rental Agreement (and this may also be the renter)
- provides a valid driver license (in accordance with the provisions of the applicable legislation) and a valid identification document (national ID card or passport) in force;
- holds a valid driver license (in accordance with the provisions of the applicable legislation) for a period of one year at least and is aged above 21 or 25 years old according to the category of vehicle indicated as follows

Category of the Vehicle	España
Mini	21
Economy	21
Compact	21



Intermediate	21
Standard	21
Truck	21
Premium	25
Luxury	25
7 y 9 Pax.	25

### Who cannot drive the Vehicle?

Neither person expressly mentioned / identified on the Rental Agreement is authorized to drive the Vehicle.

In addition, any person who cannot provide valid identification documents as indicated in this section.

If You allow an unauthorized person to drive the Vehicle then this is considered as a breach of the T&Cs and You will be responsible for any consequences that may arise as a result included the possibility to responding before Europcar for the damages caused by you and/or an unauthorized person.

In such circumstances the unauthorized driver will not be covered by any insurance or protection products offered through Europcar. Only liability insurance (compulsory protection) will apply.

### 3. WHERE CAN I DRIVE THE VEHICLE?

You may drive a Vehicle only in the mainland territory of Spain.

You may drive the Vehicles outside the Spanish peninsular territory and in the countries described below, provided that you have contracted the EMS service, the amount of which is set out in the Recommended Tariff Guide. The authorised countries to which you can have access, provided that you have contracted the EMS service, are the following (hereinafter, "Authorised Countries"): Andorra, Austria, Belgium, Czech Republic, Denmark, Finland, France (Mainland), Germany, the territory of Gibraltar, Isle of Great Britain, Italy (Mainland), Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal (Mainland), San Marino, Slovenia, Spain, Sweden, Switzerland, Vatican. The EMS service also entitles you to move and drive the vehicle between (i) the territory of mainland Spain and the Balearic Islands (except the island of Formentera) and vice versa, (ii) between the Balearic Islands (except the island of Formentera), and (iii) also between the Canary Islands. However, the EMS service does not cover the additional charge in the event that you return the vehicle to a Europcar office other than the collection office.

The EMS service allows you to enhance, in all Authorised Countries, the coverage of the roadside assistance service included in the price of your rental by protecting you against the payment of the Roadside Assistance File Charge set out in the Recommended Tariff Guide in circumstances not covered by the aforementioned roadside assistance service.

In the event of non-compliance with the above paragraphs, EUROPCAR will apply a penalty. If you travel through the Authorised Countries without having contracted the EMS service, you will be charged the "Cross Border Penalty Authorised Countries" fee. If you travel in countries other than Authorised Countries, the "Cross Border Penalty Non Authorised Countries" charge will be applied. Both charges are listed in the Recommended Tariff Guide at the following [link](#).

**Please be aware that You must comply with traffic road regulations in the country where You drive the Vehicle.**

### 4. WHAT TYPE OF VEHICLE CAN BE RENTED AND FOR WHAT PURPOSE?

You can rent either a passenger car, either a motorcycle or a van and You must drive the Vehicle in accordance with its intended use as follows:

- the passenger cars and motorcycle are intended for the carriage of varying numbers of people (depending on the approval resulting on the vehicle registration certificate), with no professional or commercial purpose;
- the vans may be used for the carriage of goods up to the weight limit resulting from the vehicle registration certificate.

You are informed that Europcar does not cover the goods carried into the vehicles and cannot be held liable for eventual property and/or objects You may have forgotten into the Vehicle. Similarly, Europcar cannot be held liable for any loss of opportunity and intervening operating loss in the context of the execution of the lease.



## 5. WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?

When renting a Vehicle from Europcar, You and/or any Driver must comply with the following obligations:

- You must return the Vehicle and its keys, accessories and documentation to Europcar at the return station mentioned in the Rental Agreement on the expiry time and date specified on the Rental Agreement (Europcar allows a 29 minutes tolerance period) and in the condition that Europcar provided it to You at the start of the Hire Period. If You do not return the Vehicle as stipulated here above, Europcar will take all necessary measures outlined in these T&C and in particular Article 12 (What is the Vehicle return policy).
- You and/or any Driver must never drive the Vehicle outside the Territory. If You and/or any Driver are driving the Vehicle outside of the Territory then You and/or the Driver must obtain Europcar's prior written consent. Moreover, You should ensure during the check-out that the Vehicle has the proper equipment in accordance with local traffic rules of the country that You and / or the Driver will drive or cross.



- You and/or the Driver must reasonably drive the Vehicle in accordance with all applicable road traffic laws and regulations and You should ensure You and/or any Drivers are familiar with all relevant local driving regulations.
- In the case of using the vehicle for transporting persons who are no taller than 135 centimetres, You must communicate this circumstance to Europcar. This is so that the latter may provide the corresponding obligatory retention device, which without being fixed to the vehicle is officially approved in accordance with the weight and height of the child or person who must use it. Detailed instructions from the manufacturer as to the correct fitting of the seat and the child or person who is to use it must also be supplied. Under no circumstances will Europcar be obliged to carry out the installation and/or fitting of the aforementioned obligatory retention device to the vehicle; the former merely complies with the aforementioned obligation to deliver the same to You, on communication from you. In any case Europcar will not incur any possible liability deriving from bodily injuries or property damages that may occur as a consequence of the non-compliance by You with the above-mentioned obligation of notification. The same is true of the failure to use or install the obligatory retention device or its incorrect use by You and of any possible defect of manufacture of the above-mentioned obligatory retention device.
- You must ensure that any luggage or goods transported in the Vehicle are secured to the extent will not cause damage to the Vehicle or cause risk to any passengers.
- You and / or any Driver must guard the Vehicle with the utmost care as a good father, and in all circumstances, You shall make sure it is closed and protected by its anti-theft devices when parked or left unattended.
- You and/or any Driver must never drive the Vehicle whilst under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is liable to impair either Yours and/or any Driver's driving ability.
- You and/or any Driver You must refill the vehicle with the appropriate type of fuel. If unsuitable fuel should be added, unless You demonstrate that the mistake is attributable to a third-party You will be responsible for any expenses incurred by the transfer of the Vehicle and/or repair of the Damage caused to it calculated according to the rules described in the section below (*Damage to the Vehicle*).
- You and/or any Driver may not use the Vehicle nor allow the Vehicle to be used:
  - for hire, mortgage, pawn, sell or in any way pledge not only the Vehicle or any part of the same but, the Rental Agreement, the keys, the documentations, the equipment, the tools and/or any of its accessories,
  - for carrying passengers for hire or reward, unless otherwise agreed by Europcar (for instance for car sharing purpose),
  - to carry a number of persons in excess of that mentioned on the Vehicle's registration certificate,
  - for carrying inflammable and/or dangerous merchandise, toxic, harmful and/or radioactive products or those that infringe current legal provisions (provided that such exclusion does not prohibit You from satisfying the needs of everyday life which do not infringe the applicable laws and whose transportation would correspond to a normal use of the rented Vehicle);
  - for the transport of merchandise with a weight, quantity and/or volume in excess of what is authorised in the vehicle's Traffic Circulation Permit and/or Technical Inspection Sheet,
  - for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not,
  - for transporting live animals (with the exception of pets and/or domestic animals, subject to Europcar express written authorisation),
  - to give driving lessons, accompanied driving ("*conduite accompagnée*")
  - to push or tow another vehicle or trailer (except where the Vehicle You are renting is already fitted with a tow-hook when the maximum load will be 1,000 kilo),
  - on gravel roads or roads that are unfit for motor vehicles or where the surface or condition of it involves risks for the tyres or for the underside of the Vehicle, or for the Vehicle itself, such as beaches, unsuitable roads, forest paths, mountains, etc., which are not authorised and paved roads, except special dispensation given in writing by Europcar
  - to commit an intentional offence.
  - for being transported on board any type of boat, ship, train (except from Eurotunnel), lorry or aeroplane unless express written authorisation has been given by Europcar,
  - Inside the no-traffic lanes of the ports, airports, and/or aerodromes and/or analogous or similar of a character not accessible to public traffic, or in refinery and oil company premises or installations without Europcar express written authorisation. If Europcar grants our consents to You in accordance with the above, Europcar will inform You of the third party insurance cover that may be applicable in this case and which will vary depending on the circumstances.
- During the rental, You must take all necessary protective measures to keep the Vehicle in the same condition as that in which You have taken possession. In particular, You and/or any Driver are required to perform customary inspections as to the Vehicle condition such as oil and water level, tyre pressure.

You can be held liable to Europcar for any detrimental consequence arising out of any infringement to the above mentioned obligations. Please be aware that failing to fulfil the above mentioned obligations may limit any right to compensation for the damage which You could claim for.

Likewise, in case of infringement to the above mentioned obligations, Europcar reserves the right to demand immediate return of the Vehicle, without prior notice



You and / or the Driver are obliged not to remove, alter, manipulate, modify or in any other way hide or cover, totally or partially, the stickers present in the rented Vehicle, otherwise Europcar has the right to claim all damages caused to Europcar as a consequence of said breach, as well as all fines, tolls, penalties or sanctions that fall on the rented Vehicle or on Europcar, as a result of this elimination, alteration, manipulation, modification, concealment or concealment of the stickers.

- Smoking is not allowed inside any of our vehicles and/or vans. Failure to comply with this prohibition will result in a charge, the amount of which is specified in our Tariff Guide.

## 6. WHAT ARE THE MOBILITY SERVICES INCLUDED IF I RENT A VEHICLE ONLY?

The basic rental charge includes the following mobility services:

Mobility services / country of rental	SPAIN
Technical assistance to the Vehicle	√
Right to return the Vehicle in the same town	√
Cleaning of the Vehicle	√
Automobile Third party liability	√
Limited Mileage	/
Unlimited mileage	/

[ [√]Included – [/] Depending on the applicable rate/product

## 7. WHAT ARE THE OTHER MOBILITY SERVICES NOT INCLUDED IN MY RENTAL?

Depending on Your country of rental Europcar proposes You several additional services as follows:

List of products / services by Country	SPAIN
Baby seat	√
Add driver	√
One way	√
Add rental days	√
Pick up and return out of hours	√
Pick-up in Airports and/or Train Stations	
SAT NAV	√
Refuelling Service	√





*Collision Damage Protection (CDW); Super Damage Protection (SCDW), Full Damage Protection (SPCDW)	√
*Theft Protection (THW) Super Theft Protection (STHW), Full Theft Protection (SPTHW)	√
*Glass and Tyres Protection (WWI)	√
*Assistance Plus Protection (RSA)	√
Fine Appeal Waiver (FAW)	√
*Personal Accident Protection (PAI) and Super-Personal Accident Protection (SPAI)	√

– [√] Available

#### **7 bis SERVICES AND \*PROTECTIONS AGAINST DAMAGES CAUSED TO THE VEHICLE AS A CONSEQUENCE OF A COLLISION, THEF OR ACT OF VANDALISM. LEGAL DEFENSE IN THE CASE OF ADMINISTRATIVE TRAFFIC INFRACTIONS**

Please refer to Europcar Insurance and Protection General Conditions attached to your confirmation email, or available from Europcar Stations, and in the section Terms and Conditions of our website [www.europcar.es](http://www.europcar.es) in order to learn all about the conditions, exclusions and other specifications related to the following protection offered through Europcar:

- **CDW** (Colisión Damage Protection): The CDW is an optional service offered directly by Europcar which frees You (except for the amount of the excess), by means of its undertaking, of the financial liability exclusively for the damages caused to the Vehicle as a consequence of a collision against another vehicles or fixed or mobile objects, excluding those caused by acts of vandalism except in the event the latter occur during the use of the Vehicle.

Under no circumstances should be covered by CDW those damages caused on crystals, optics, rear-view mirrors, wheel rims and tires of the leased Vehicle when occurring in situations different from those described in the foregoing paragraph. As for crystals, optics and mirrors, damages as a result of dents with ironstones or other type of stones shall not be covered.

- **SCDW** (Super Damage Protection) and **SPCDW** (Full Damage Protection): SCDW and SPCDW are optional services directly provided by Europcar and they are offered exclusively by him only for a specific group of clients and/or vehicles which, through their hiring, they partially (SCDW) or totally (SPCDW) exempt You from paying the minimum amount at his own cost (excess) not covered by CDW.

The excess amount is set in the General Effective Rate, and it may appear in the rent agreement regardless of its hiring being made by SCDW or SPCDW. If the CDW has not been subscribed to and/or any of the CDW exclusions set out in the above mentioned Europcar Insurance and Protection General Conditions apply, then the SCDW and SPCDW shall not be applicable.

- **THW** (Theft Protection): exemption (except for the amount of the excess) from liability in the event of total or partial theft of the vehicle and damages caused to same by acts of vandalism during its parking when it is not being used by the renter

The THW is an optional service provided directly by Europcar which, when contracted, exempts You (excluding the corresponding excess amount) from financial liability for the total or partial theft of the Vehicle and damage caused to it as a result thereof and/or of acts of vandalism during its parking when it is not being used by the Renter



Under no circumstances should be covered by THW the total or partial theft, and damages caused on crystals, optics, rear-view mirrors, wheel rims and tires of the leased vehicle when occurring in situations different from those described in the foregoing paragraph.

- **STHW** (Super Theft Protection) and **SPTHW** (Full Theft Protection): partial or total exemption from payment of the excess to be borne by the renter not covered by THW.

STHW and SPTHW are optional services directly provided by Europcar and they are offered exclusively by him, only for a specific group of clients and/or vehicles which, through their hiring, they partially (STHW) or totally (SPTHW) exempt You from paying the minimum amount at his own cost (excess) not covered by THW.

If THW is not hired and/or if any of the THW coverage exemptions set forth in Europcar Insurance and Protection General Conditions are applicable, SCDW and SPCDW shall not be applicable.

The excess amount is set in the General Effective Rate, and it may appear in the rent agreement regardless of its hiring being made by STHW or SPTHW.

- **WWI** (Glass and Tyres Protection): WWI is an optional service directly provided by Europcar and it is offered specifically by him, only for specific groups of clients and/or vehicles that, through is hiring, offers the following protections:

Exemption from the obligation to pay for damage and/or loss caused only and exclusively for crystals, optics and rear-view mirrors of the rented vehicle as a result of dents with ironstones or other types of stones.

Exemption from the obligation to pay for damage and/or loss to the vehicle's rims or tyres, including the spare one, if it was the result of a puncture or hitting kerbs during parking manoeuvres.

In the event WWI is hired as an individual product or as part of a Premium Protection package, mentioned in the section Combination of Protections, no excess shall be applied due to the damages caused on the aforementioned elements and circumstances.

In the event WWI is hired as part of a Medium Protection package, mentioned in the section Combination of Protections, the damages described herein shall be subject to application of the partial excess set in the General EffectiveRate.

In any case, the excess amount set in the General Effective Rate may appear in the rent agreement regardless of the modality (individual product or part of any of the aforementioned packages) under which WWI has been hired.

- **RSA** (Assistance Plus). The RSA is an optional service provided directly by Europcar that enables you to improve the coverage of the roadside assistance service included in your rental. This product offers the following protection:

Exemption from the obligation to pay the flat fee set out in the Recommended Tariff Guide for those circumstances not covered by the roadside assistance service.

In addition, purchasing this protection authorizes you to transport the vehicle for use between the peninsular territory of Spain and the Balearic Islands (except for Formentera Island) / between the Balearic Islands (except for Formentera Island) / between the Canary Islands– even if you don't originally inform us but decide to transport the vehicle sometime after making the booking. However, this protection does not cover the additional charges that would be implied in the event that you return the vehicle to a different Europcar office than the office it is collected from.

- **PAI** (Personal Accident Protection). The PAI is a personal accident insurance taken out with AXA XL, under policy number XFR00024381SP that provides cover for both the driver and the vehicle's occupants, contracting an indemnity in the event of death and/or permanent invalidity and provides limited reimbursement of medical cost arising in the case of a collision or traffic accident during the use of the Vehicle
- **SPAI** (Super Personal Accident Protection). SPAI offers an alternative and superior protection to the one offered by PAI, through insurance policy number XFR00024393SP, signed with the business organization AXA XL which guarantees, both for the driver and the passengers of the vehicle through hiring, a limited reimbursement of the medical expenses due to collision or circulation accident during the use of the leased vehicle.

Furthermore, when hiring SPAI, it offers compensation in the event of loss, damages, theft or destruction of your luggage and the personal effects contained therein, as a result of a collision or traffic accident, as well as in the event of theft of such property.



- **FAW** (Fine Appeal Waiver): The FAW constitutes an optional service consisting of Legal Defence in the case of Administrative Traffic Infractions.

The cover provided by PAI, SPAI, and Third Party Liability Insurance, are guaranteed by the insurer with whom EUROPCAR has taken out the corresponding insurance policy applicable in each case; and they remain subject to what is agreed upon in the general and specific conditions of said policy (a copy of which may be consulted in all Europcar offices) and to existing legislation.

## 8. COMBINATION OF PROTECTIONS

Some of the protections mentioned in the previous section may be offered by EUROPCAR in a combined way and for specific groups of clients and/or vehicles under any of the following modalities:

*Medium Protection:* the following protections shall be included under this modality: SCDW, STHW, WWI and PAI.

*Premium Protection:* the following protections shall be included under this modality: SPCDW, SPTHW, WWI, and SPAI.

*Plus Protection:* the following protections shall be included under this modality: SPCDW and WWI.

*Total Premium:* the following protections shall be included under this modality: SPCDW, SPTHW, WWI, SPAI, FAW y

RSA

In any case, the hiring of any of the aforementioned combinations shall require, in all cases, previous joint hiring of CDW and THW.

## 9. WHAT IS INCLUDED IN THE PRICE I PAY?

The information You provide Europcar with at the time of booking (such as the duration of the rental or Your age or any additional Driver's age) will have an impact on the price You will pay. Any change to that information could therefore mean that the price also changes. The price of Your rental will be those in force at the time of booking or at the time You make any subsequent changes to the booking.

The price You will pay comprises the following costs:

- The daily rental charge for the Vehicle for the agreed number of calendar days (this will include the standard mobility services above mentioned)
- Any other mobility services You choose to add at Your further cost
- VAT or equivalent applicable tax
- Any additional fees that are linked to You personally (for example: Your age (if You are a young driver...)).

By contracting with Europcar, You expressly allow Europcar to charge Your means of payment for any unpaid amount related to Your rental. In this regard, Your express consent will be given at the Europcar station when you will provide our agent with your mean of payment before picking up the Vehicle.

## 10. WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY?

- **The Deposit.** In addition to the rental price (that You have prepaid during the booking or that You will pay at the pick-up time) Europcar is requiring You to leave Europcar with some security for any additional charges that may arise during your use of the Vehicle over the Hire Period. This security is in the form of a financial deposit which takes the form of a bank pre-authorization. If you have booked your Vehicle by remote means of communication (website, mobile application or phone), the deposit amount is recalled in the confirmation email that You will have received following your booking. In any case, the deposit amount will be reminded at the Europcar station. Should you need any additional information regarding the deposit, please refer to the paragraph below (article 20 *Must i*



*pay a deposit before picking up the Vehicle?*) or do not hesitate to contact Europcar at the following number : + 34 902 10 50 30.

- 
- Europcar may also charge You for various services that Europcar will have to perform relating to incidents that may have occurred during the Hire Period and/or how You used the Vehicle. The prices (inclusive of VAT) of these charges and fees are listed in the Recommended Tariffs Guide attached to Your confirmation email (if a rental reservation is made online) and available from Europcar stations and/or on the Europcar website.
- [or][and] available from Europcar Branches and in any case in the section Terms and Conditions of our website [www.europcar.es](http://www.europcar.es) Such charges and fees include without limitation:
  - Administration fees for handling fines or tolls and the amount requested by the competent authority. Please note that such administration fees are payable in addition to the fine or toll to which it relates and You are fully liable to pay such fines or tolls
  - Special cleaning fee for a Vehicle returned in an unacceptable (more than the ordinary use) and/or dirty state. This charge will depend on the level of cleaning required by the returned vehicle, according with the amount and description define in the Tariff Guide Charges.
  - Charges for lost or stolen keys and/or any other element / accessory missing from the Vehicle.
  - "Damage" or loss caused to the Vehicle not covered by the protection you may have subscribed to with Europcar (please refer to the Europcar Insurance and Protection General Conditions attached to Your confirmation email or available from Europcar stations and/or the Europcar website).
  - All and any fuel used during the Hire Period.
  - Additional mileage over and above the mileage that is included in the rental charge (if any).
  - The following additional specific fees and charges: (i) extra charges linked to the rental made in stations located in airport or rail stations; (ii) the cost to return the Vehicle to a Europcar stations other than the one from which You picked it up; (iii) the extension of Your rental).

## 11. WHAT SHOULD I PAY ATTENTION TO WHEN PICKING UP AND RETURNING THE VEHICLE?

### Pick Up

When You pick up the Vehicle from Europcar You will be asked to sign among the others a section on the Rental Agreement that describes the Vehicle's condition at that particular time.

If You notice any apparent defect or damage that is not described on the Rental Agreement then You should ensure a note is made on the document and that both You and the Europcar agent sign the change to it before picking up the Vehicle. Failure to request the above mentioned notice for this additional apparent defect or damage, Europcar is entitled to assume that You have accepted the Vehicle in the condition set out on the Rental Agreement and to charge You for any new damage that is noted by You and the Europcar agent when the Vehicle is inspected by both parties at the time of its return.

## 12. WHAT PROCEDURES ARE BEING APPLIED WHEN RETURNING THE VEHICLE?

### a) Return of the Vehicle during opening hours of Europcar's station

You should return the Vehicle to the Europcar station, at the latest, on the date and at the time shown on the Rental Agreement. You may return the Vehicle to another Europcar station for the cost mentioned on the Recommended Tariff document attached to your confirmation e-mail if you made the reservation through distance means. This document may also be consulted on spot in stations and/or on Europcar website.

The Hire Period will end when You return the Vehicle to the Europcar station and hand the Vehicle keys and the registration documents to a Europcar agent or its representative.

Any return of the Vehicle at an earliest stage than the date and time mentioned on the Rental Agreement shall not give rise to any reimbursement

When You do return the Vehicle to Europcar You must take the opportunity to inspect the Vehicle together with the Europcar agent or its representative and countersign a Vehicle restitution damage report.

Europcar shall give You a signed document where Europcar declares that the Vehicle was regularly returned to Europcar.

Europcar cannot be held liable for eventual property and/or objects You may have forgotten in the Vehicle.

### b) "Out-of-hours" return service



Europcar recommends to return the Vehicle during opening hours of its stations. However, to meet the specific needs of some of its clients, Europcar offers, in certain stations, an additional “out-of-hours” service

If You opt for this “out of hours” service, You accept that the Vehicle condition report can be drawn by the Europcar agent or its representative without your presence and after the drop off the keys.

In stations offering “out of hours” return services, the above-described procedure (see point 12)-a)) was adapted to enable these stations to offer this service in the best possible conditions.

In particular, You are to declare any incident and/or Damage that affects the conditions of the Vehicle on the document that will have been hand in to You to that matter when You picked up the Vehicle and on the accident report (if any) duly completed and signed. This documents must be returned with the keys in the “keys drop off box” provided for that effect.

Please note that your Rental Agreement does not automatically ends when You drop off the keys: the Vehicle will remain on the parking space where You will have parked it until opening of the Europcar station that will proceed to the inspection of the Vehicle and close your Rental Agreement. Therefore, Europcar reminds you that you must park the Vehicle on an area provided for that purpose and in a manner so that the Vehicle is not a danger to others or hamper traffic as aimed by the applicable traffic regulations. You must also leave the Vehicle registration papers in the glove box.

Providing that the Vehicle is inspected at a later stage – during opening hours of the station – Europcar recommends You to take photographs of the Vehicle in order to keep evidences of the state of return of the Vehicle once it is parked and before the drop off of the keys.

Once the inspection is made and in the absence of damage, Europcar will send You a document where it will declared that the Vehicle has been regularly returned.

Europcar cannot be held liable for eventual property and/or objects You may have forgotten in the Vehicle.

**c) Return of the Vehicle without your presence and during opening hours of Europcar’s station.**

If you are unable and/or refuse to inspect the Vehicle together with the Europcar agent or its representative, Europcar is authorised to inspect the Vehicle itself without your presence and to register your refusal of a contradictory inventory.

The same Procedure as the one described above will applied (See 12°-b)).

**d) Late return of the Vehicle**

In the event that the Vehicle is not returned on the date shown on the Rental Agreement, and if a period of 24 hour elapses without there being any news regarding the delay in its return, Europcar shall regard the Vehicle as having been unlawfully appropriated and shall report this to the competent local authorities.

In such case Europcar will be entitled to claim to You all the damages and losses suffered by Europcar, including the value of the Vehicle, and all the fines, tolls, penalties or sanctions that falls on the Vehicle as a result of demands issued to it by public administrations for the purpose of identifying the perpetrator or clarifying other circumstances relating to a breach or criminal offence.

Europcar will also be entitled to start legal proceedings in order to claim the immediate return of the Vehicle. In such case, protections and additional contractual services would have no effect.

### 13. DAMAGES TO THE VEHICLE

In case of differences between the state of the Vehicle as described upon check out and the one identified upon return, You may pay the amount as defined below.

**a) Damages identified upon return of the vehicle and in your presence**

If some damages are identified upon return of the Vehicle when the inspection made, in your presence and in the presence of the Europcar agent or its representative, and if You acknowledge the damages by signing the statement of return of the Vehicle, and providing an accident report, Europcar will hand in to You an assessment of repair costs that may be charged to You.

Repair costs vary depending on the type of damage:

- Light damage: it will be considered light damage those included in the list of damage and average repair cost, calculated by an external damage assessment company. Light damage will be charged according to the above



mentioned list which is available at any Europcar station and on our website: [damages assessment matrix](#) along with damage administration fees and vehicle immobilisation costs.

- Other damages: Light damage not included in the above mentioned price list and/or other more Serious Damage will be evaluated by an expert and charged according to the expert's report or a cost estimation made with an independent auto-repair garage.

If You contest Damages and their invoicing by refusing to sign the statement of return of the Vehicle, Europcar will apply the procedure described below (see article 12)-b).

#### **b) Damages identified in case of an out-of-hours return and without your presence**

If Damages are identified during the inspection of the Vehicle by a Europcar Agent or its representative without your presence, Europcar will send to you the following documents:

- Accident report (if any) and statement of return of the Vehicle describing all Damages identified
- pictures of Damages
- An estimate (quote) of the costs of repair that will vary depending of the nature of the Damage (see above, article 13)-a) paragraph 2) and administration fees for the treatment of the Damage and the Vehicle immobilisation.

You will be able to challenge Damages identified and their invoicing within 14 days after the sending (by e-mail or regular letter) of the documents.

If You fail challenging or justifying within the above mentioned period of 14 days, Europcar reserves the right to invoice You the cost of repair identified.

#### **c) Common rules**

Please note that depending upon the damage suffered by the Vehicle and the type of protection You have subscribed to with Europcar (see the *Europcar Insurance & Protections* General Conditions attached to Your confirmation email or available from all Europcar stations, and/or on Europcar's websites) ) You may or may not be charged for the full amount of the cost of repair. In any case, You will be able to challenge Damages and their invoicing by acting pursuant to dispositions of article 24

### **14. WHAT IS EXPECTED OF ME REGARDING THE VEHICLE MAINTENANCE?**

During Your rental, You must take all necessary protective measures to keep the vehicle in the same condition as that in which you have taken possession.

You should remain alert to any signal from the warning lights on the Vehicle's dashboard and take any necessary protective actions.

Any modification to or mechanical interventions on the Vehicle are forbidden without Europcar's prior written authorisation. Should this rule be breached, You must bear the duly justified costs of restoring the Vehicle in the same state in which You have taken possession.

You will be liable towards Europcar for any detrimental consequence arising out of any infringement to the abovementioned maintenance obligations.

### **15. WHAT SHOULD I DO IN CASE OF ACCIDENT, MECHANICAL BREAKDOWN OR THEFT OF THE VEHICLE?**

In case of mechanical breakdown or accident which prevents You from continuing your travel and/or obliges you to stop Vehicle to prevent any breakdown, You are provided with an assistance service, included in the price of Your rental. The terms of this assistance are set out in Appendix 1 of the present T&Cs.

In case of accident, You shall immediately notify us within 24 hours of the date on which the incident took place and, in any event, before the end of your rental period. You must also return to us a full and complete Accident Report and/or any other document which you believe will be useful in support of it.

In those cases, You should call the assistance service which is included in Your rental price.



The assistance service number is as follows: 900 181 735

In case of theft of the Vehicle, You shall notify Europcar within 24 hours of the time you discover the Vehicle is missing and provide Europcar with a copy of the report of theft filed before the local police authorities, the keys and official papers of the Vehicle if those have not been stolen

## 16. WHEN SHALL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?

You will receive a final invoice once all elements of Your rental have been settled and no earlier than the day after the Vehicle return date. You will pay or be charged the full amount in one or in several lots depending on the situation.

- If You book a Vehicle online:
  - You may decide to prepay (prepayment of the booking made online, via our call center or at the Europcar Station) your rental which will include the daily rental charge of the Vehicle and accessories for the Hire Period and for any additional mobility services. Your means of payment will be debited by the agreed amount. You will receive an invoice or a receipt for that prepayment. In addition, the prepaid amount will be mentioned on the final invoice and deducted from the total amount (still) to be paid.
  - If You decide not to prepay Your rental at booking time, the amount of the deposit plus the rental charges for the Vehicle and any accessories, any additional services or drivers or protections You decide to take out before You take the Vehicle away will be shown on the Rental Agreement that You will have to agree and sign before picking up of the Vehicle. The final and global cost of your rental will be charged and invoiced at the time of return of the Vehicle at the end of the Rental Period. Any additional fees or charges will be charged when You return the Vehicle (if they can be calculated at that time). If You have incurred extra costs such as fines or tolls or caused damage to the Vehicle identified without your presence, then Europcar will charge You at a later date, these costs and the applicable administration fees (damage administration fees, fines administration fees), when Europcar becomes aware of them.
  - In this respect, You will have a fourteen (14) days period starting from the date of sending (by email or regular letter) of the notification of billing to challenge and justify not being the author of the fine. In case of no objection or justification from You within the aforementioned period, the amount of these fees will be charged.
- Your invoice will be sent to You electronically. If You refuse to receive your invoice electronically, You can elect to receive paper invoice.
- In addition If the due date of payment shown on the invoice has expired and **if You are not a Consumer** (as defined by the applicable law –Act 1/2007, November 16th) You will be liable for late payment penalties stipulated in Law 3/2004, which establishes opposition methods against late payment in commercial operations.
- You explicitly agree:
  - that failure to make a single payment when due, or delinquency of payment shall entail immediate maturity of all outstanding bills, and the cancellation by right of the Rental Agreement, and
  - that Europcar have the right to demand immediate return of Vehicle.

## 17. WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?

### a) Modification

You can modify Your booking, free of charge, provided You let Europcar know at least 48 hours before the rental is due to start.

Please be aware that new rental prices may apply if and a new mileage rate may apply if You modify Your booking and You should always use the same communication channel that You used when booking the Vehicle in the first place to modify Your booking.

Alternatively, You can call our Call Center at 911 50 50 00.

### b) Cancellation and No show

- Cancellation - You can cancel Your booking free of charge provided that You have given Europcar at least 48 hours' notice before the rental is due to start.
- Late cancellation - If You cancel giving Europcar less than 48 hours' notice, a penalty of up to €50 might be applied. The amount of this fee shall not exceed the price of Your rental if it is lower. In



case of prepaid booking, the prepaid amount will be refunded less a late cancellation fee. In the event of a non-prepaid reservation, the penalty will consist of a charge on your credit card up to 50€. In case of a non-prepaid reservation and in the absence of any payment details provided, You remain liable for the late cancellation fee.

- No show - If You have not cancelled Your booking and fail to come to the Europcar station agency to pick up the Vehicle at the time scheduled, a No show fee of up to €95 for Vehicles, might be applied, regardless of whether your booking has been prepaid or not. If the price of Your rental is lower than the No show fee, the No show fee's amount will be equal to the price of Your rental. In case of a prepaid booking, the prepaid amount will be refunded and a No show fee will be charged to the same mean of payment used in the booking. In the event of a non-prepaid booking, the No Show fee will be charged to the mean of payment used in the booking and in the absence of any payment details provided, You remain liable for the "No show" fee.

For the purpose of this section, cancellation of the booking or failure to pick up the Vehicle due to Force Majeure means that You are prevented or delayed by reason of war and other hostilities civil commotion, accident, lock-outs, trade disputes, embargoes or restraints of governments restrictions of imports or exports or any other cause or circumstance beyond Your reasonable (direct or indirect) control.

## 18. WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT?

In case You want to extend the Hire Period shown on Your Rental Agreement You should take the following steps:

- Give a call to our Call Center. Tf: 902 10 50 55
- Go to an Europcar station.
- Carry out a check of the Vehicle together with a Europcar agent
- Pay the rental as well as any additional charges
- Sign a new Rental Agreement or an addendum to the initial Rental Agreement

If You don't comply with the above mentioned conditions the terms of the above section "Return of the Vehicle" will apply .

## 19. WHAT IS THE FUEL POLICY?

You must be aware that rules applicable to fuelling and refuelling depend on the country of rental and the type of rental product You have selected. Please check carefully the rules applicable for every rental You make. Please ask Europcar's agent for details of all available options when you collect the Vehicle.

All Vehicles are supplied with a full tank of fuel at pick-up. Two options may then be made available to you:

### 1) REFUNDABLE FULL TANK OPTION

- At pick up You pay for the price of a full tank of fuel. The price of this will depend on the Vehicle category.
- If You return the Vehicle to full of fuel (proof of refuelling may be required) then Europcar will reimburse you the price of the full tank of fuel paid at pick-up.

### 2) FULL TO FULL

- We provide You with a Vehicle with a full tank of fuel.
- You return the Vehicle with a full tank of fuel<sup>(1)</sup>.
- You pay nothing for either refuelling charge or fuel<sup>(2)</sup>.

<sup>(1)</sup> At return, to consider the tank as full, different rules are applied depending on the kilometers driven during the rental.

**You drove less than 100 km:** A valid station ticket will be asked as a proof of refueling to justify that the tank is full.

**You drove more than 100km:** The visual level of the gauge will be used as a proof of full tank. The tank is considered full if the fuel gauge is at maximum level (8/8).

A ticket is considered valid **as regarding the refueling date, the location of the petrol station and the amount refueled.** You should refuel a tank at a petrol station situated no more than 25 kilometers from the Europcar's station of return of your Vehicle. Please ask Europcar's agents in stations for additional information on ticket validity.

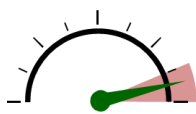




<sup>(2)</sup> **If the tank is not full**, you will be charged for fuel following two methods of refueling charges calculation depending on the kilometers driven during the rental. Please note that the price per liter and fuel type will be communicated by Europcar's agents in station when returning the Vehicle.

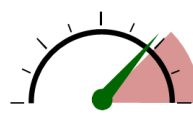
**You drove less than 100km:** You will be charged based on the average consumption of the Vehicle for the distance driven during the rental. The average consumption is expressed for 100 km and depends of the Vehicle model. Please ask Europcar's agents in station for additional information on average consumption of the Vehicle model that You rent.

**You drove more than 100km:** You will be charged based on the visual level of the fuel gauge. The calculation is based on the missing 8<sup>th</sup> expressed by the gauge if the gauge is divided in 8 levels or according to the scale indicated on the gauge. If the needle is between 2 graduations, the missing 8<sup>th</sup> will be calculated based on the closest graduation. If the needle is precisely in the middle of 2 graduations, the missing 8<sup>th</sup> will be calculated based on the highest graduation (in Your favour). For example you will not be charged in case the vehicle is returned with the gauge at or above 7,5. See below for an example of fuel charge calculation.



If the gauge is between 7 and 8 at return, you will be charged if the gauge is closer to 7

e.g. if the vehicle is return at 7,3 you are charged for one 8<sup>th</sup>



If the gauge is under 7 at return, you will be charged **to the closest missing 8<sup>th</sup>**

e.g. if the vehicle is returned at 5,8 you are charged for two 8<sup>th</sup>

**Regardless of the refueling charges calculation method:** If more than seven liters are missing at return, you will be charged for an additional refueling service charge (please refer to the Recommended Tariff's Guide). If less than seven liters are missing at return, you will not be charged for an additional refueling service charge.

## 20. MUST I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE?

When You pick up the Vehicle, You grant a bank card authorization for a deposit. The deposit is intended to cover additional rental costs.

If You have paid for your Hire in advance, the amount of the deposit is 800 EUR (or the equivalent in local currency).

If You have not already paid for your rental when You made the reservation, the rental cost will also be blocked to your bank card. In this case, the amount blocked to your bank card will be the rental cost plus any additional purchases you may make at the desk when picking up your vehicle, plus 800 EUR (or the equivalent in local currency).

In any case, the final amount is stated on the confirmation email which is sent to You when You make your reservation and in the Hire Agreement. Please note that the deposit shall be released at the end of your Hire Agreement if no other costs are payable.

Notwithstanding the above, in the event you purchase the Medium, Premium or Proplus Protection Package, the amount of the deposit shall be 100 EUR (or equivalent in local currency).

## 21. CAN I PAY MY RENTAL WITH A FOREIGN CREDIT CARD?

If You are a foreign hirer holding a Visa or MasterCard credit card (with a base currency other than the Euro) You can benefit from the currency conversion facility into the card's base currency when paying for Your rental. The Europcar agent offering this facility to You will enter Your reply into the system and the Rental Agreement will specify the option chosen. In that case, Europcar will take care of the currency conversion, using an exchange rate based on the Reuters index, with 3,25 % exchange fees. If You wish to change Your mind, You can do so by making the appropriate declaration when returning the Vehicle to the Europcar counter and will be forwarded Your final invoice in Euros. If for any technical reason Europcar was to be unable to provide this service or if a You hold a VISA or MasterCard credit opted to pay in Euros, then the conversion into the base currency of the card would be carried out according to the conditions of the Your bank.

## 22. WHAT IS EUROPCAR DOING TO PROTECT MY PERSONAL DATA?

### Who is responsible for processing your data?

**Controller's Name:** EUROPCAR IB. S.A.

**Address:** Avda del Partenon, Madrid

**Contact information:** [lopd.es@europcar.com](mailto:lopd.es@europcar.com)

The contact information of the Data Protection Officer is: [privacvinformation-spain@europcar.com](mailto:privacvinformation-spain@europcar.com)

**For what purpose do we process your personal data?**



EUROPCAR may process your personal data for any of the following purposes:

- **Provision of the vehicle rental service and execution of the contract.** Within this purpose actions such as the following are included:
  - Your registration as a member of EUROPCAR IB, creation of your account and assignment of your EUROPCAR IB ID. This processing is necessary to identify you and to prepare and facilitate your future lease-outs/bookings with EUROPCAR IB.
  - Your reservation and your vehicle rental agreement, i.e. to confirm and secure your reservation; to modify or cancel your reservation; to exchange communications with you in connection with your reservation/rental (e.g. to provide you with information about your reservation/rental, to send you a reminder before your check-in/rental, to answer your questions or suggestions); returning any possessions you may have left behind either in the vehicle or in our offices billing and, where appropriate, to manage non-payments; Customer Service; Traffic Violations Management; Roadside Assistance Services and Accident Insurance;
- **The improvement of EUROPCAR IB's products/services based on the customer surveys you have completed.** This treatment, aimed at better understanding the needs of EUROPCAR IB partners to enhance their experience of EUROPCAR IB products/services, is based on the legitimate interest' of EUROPCAR IB.
- **Compliance with legal obligations:** EUROPCAR may process your personal data in order to comply with the legal obligations to which you are subject, such as the identification of the driver in the event of a traffic offence, the provision of roadside assistance and accident insurance services or the transfer of your data to the competent authorities.
- **Advertising purposes:** If you have consented, EUROPCAR IB, S.A. may send you information or commercial offers, promotions, contests and promotional surveys of its own or of EUROPCAR Group companies located in the EEA and in third countries (Australia and New Zealand).
- **Management of insurance and assistance in the event of accidents:** EUROPCAR may process possible data relating to your health, in those cases in which it is strictly necessary as a result of your involvement in a traffic accident, and may assign such data to the roadside assistance and accident insurance services. This is also a consequence of the legal obligation on the part of EUROPCAR to provide you with compulsory civil liability insurance, regardless of whether you can take out any additional cover offered to you.
- **Personal data of additional drivers,** stating that only and exclusively their personal data provided by you will be processed for the purposes described below, and in the cases in which it is strictly necessary for the management of the contract and, where appropriate, identification before competent authorities or insurance companies.
- **Claims and security.** EUROPCAR may retain your personal data in those cases where you have not fulfilled your contractual obligations, in particular with regard to the status of the return of the vehicles, or the non-return of the vehicles. In this case, your data will be kept for the purposes of making the relevant inquiries and, if necessary, to adopt the appropriate legal measures. In this regard, your data may be processed in order to lock your driver ID in the even of certain contractual risks based on:
  - payment incidents that have led to legal proceedings;
  - vehicle accidents or repeated damage caused by EUROPCAR IB clients;
  - accidents or damage voluntarily caused by clients to EUROPCAR IB;
  - use of EUROPCAR IB vehicles in breach of the general conditions for vehicle rental.
  - This treatment is aimed at reducing EUROPCAR IB's exposure to risks in the performance of rental contracts, and it is based on EUROPCAR IB's legitimate interest'. (If your details have been lock by EUROPCAR, your booking/rental request will be rejected). Depending on the case, you have the right to challenge this decision by contacting [lopd.es@europcar.com](mailto:lopd.es@europcar.com)

**Connected vehicles/geo-location:** Some of the vehicles in our fleet are equipped with geo-location devices for safety reasons. EUROPCAR IB may access geo-location data solely for the purpose of monitoring the condition of the vehicle and preventing fraud and theft. Our intention is not to locate the driver or you, but to protect our vehicles. If you have consented for us to do so, such geo-location data may be collected and used by EUROPCAR to make aggregated statistical reports in order to improve the quality of service and vehicles, as well as carrying out promotions and personalized offers, although your identity will never be revealed.

**How long do we keep your data?**

Your personal data is stored for different periods, depending on the purposes of the processing:

Purpose	Retention period
<ul style="list-style-type: none"> <li>▪ Your registration as a member of EUROPCAR IB, the creation of your account and the assignment of your EUROPCAR IB ID</li> <li>▪ Your reservation and your car rental contract</li> </ul>	For as long as the business relationship lasts. However, the information that may be evidence of a right, or a rental agreement, or that must be retained in compliance with a legal requirement, may be subject to an intermediate archiving policy for a period not to exceed the time necessary for the purposes for which it is retained, in accordance with applicable legal provisions.
<ul style="list-style-type: none"> <li>▪ Payment - Payment Card Information</li> </ul>	Until the actual completion of payment. However, the payment card information (excluding the visual cryptogram):



Purpose	Retention period
	<ul style="list-style-type: none"> <li>that can prove a payment (i.e. card number and validity date) is subject to an intermediate filing policy for a period of 13 months from the actual payment for a credit card and 15 months for a deferred debit card, to be used only if the transaction is in dispute;</li> <li>may be retained for a longer period of time, subject to your express consent to facilitate future payments.</li> </ul> <p>In any case, when the payment card expires, the related information will be deleted.</p>
<ul style="list-style-type: none"> <li>Promotional and marketing activities</li> </ul>	<ul style="list-style-type: none"> <li>3 years from the termination of the relationship with EUROPCAR.</li> </ul>
<ul style="list-style-type: none"> <li>Payment of fines</li> </ul>	For the necessary period of time to identify the driver (or potential driver) responsible for the infringement leading to the fine. However, the relevant information may be retained for a longer period of time after the receipt of the fine, subject to an intermediate filing policy.
<ul style="list-style-type: none"> <li>Driver ID lockof clients presenting certain contractual risks, namely: (i) payment incidents that have given rise to legal proceedings; (ii) vehicle accidents or repeated damage caused by clients of EUROPCAR IB; (iii) accidents or damage voluntarily caused.</li> </ul>	3 years from the occurrence of the relevant event
the use of EUROPCAR IB vehicles in breach of the general conditions for car hire	5 years from the occurrence of this event
Geo-location data	

#### What is the legitimacy for the processing of your data?

The legal basis for the processing of your data is as follows:

- Contractual relationship** with regard to the rental of vehicles, with respect to the control, maintenance and execution of the contractual relationship with you, based on Article 6.1 b) of the GPDR, as well as, where applicable, provision of roadside assistance and accident insurance services, management of non-payment, customer service, management of complaints and claims, etc.

The international transfer or transfer of your personal data to other Group entities outside the EU, to the extent necessary for the provision of the services. Depending on the case, certain recipients may be located in countries that have been recognised by the European Commission as having an adequate level of data protection, as well as to countries without such recognition. In any case, EUROPCAR IB has established the appropriate safeguarding measures to protect your personal data, in compliance with Regulation (EU) 2016/679.

You may consult information on the countries to which your personal data may be transferred to, the level of data protection and the possible guarantees set out by EUROPCAR IB in <http://microsite.europcar.com/newsletter/spain/PDF/ESP-ForthePrivacyPolicy-ListofCountries-02052018.pdf>.

- Unambiguous Consent:** You may receive communications about products or promotions from the Group or third parties when you have provided your consent. In the same way, with regard to the implementation of loyalty campaigns, statistics and surveys.

Similarly, with regard to the possible participation on your part in sweepstakes, contests and/or surveys for promotional purposes promoted by EUROPCAR IB, S.A., with the aim of controlling the development of the same, their maintenance and execution for geo-location data processing for the purposes of gathering statistics and information on customer segmentation with aggregate or anonymous data..

- Legal obligation for the controller:**
  - Obligation to have a compulsory civil liability insurance: Royal Decree 1507/2008, of 12 September, approving the Regulations on compulsory civil liability insurance for motor vehicles. By virtue of these regulations, the rental vehicles are obliged to have the same.
  - Obligation to transfer personal data to the State Security Forces and Bodies within the framework of an investigation: Organic Law 4/2015, of 30 March, on the protection of citizen security.
  - Management of traffic fines and driver identification: Royal Legislative Decree 6/2015, of 30 October, approving the revised text of the Law on Traffic, Motor Vehicles and Road Safety.
- Legitimate interest:** transfer of data to EUROPCAR FRANCE and Group entities for the purpose of economic and administrative management and centralised control of the Group, as well as, where appropriate, geo-location data on Europcar vehicles for fleet control.

#### To whom will your data be sent?

Your data may be communicated to the following entities:



- authorized personnel of EUROPCAR IB and of entities of the same group and/or of entities of the EUROPCAR IB franchise network, or to sales agents / intermediaries appointed by EUROPCAR IB, for the purposes described in this document;
- third-party IT service providers for technical purposes, to assist EUROPCAR IB in providing its products/services to you. Our main IT service providers are as follows:
  - Cap Gemini, for the development and maintenance of commercial applications;
  - Sopra Steria, for data center maintenance and user support services;
  - Unisys, for hardware deployment and maintenance;
  - SalesForce, for marketing automation services;
  - Google Inc. in particular for hosting services and commercial applications
- Insurance companies contracted by EUROPCAR for the purpose of providing accident insurance and roadside assistance services (Allianz, RACE, AXA XL)
- Public business entity Administrador de Infraestructuras Ferroviarias (ADIF), Aena SME, S.A., (AENA), all in compliance with the obligations assumed within the contract and for the provision of the service.
- Public Administrations for compliance with obligations: competent traffic authorities; state security forces and bodies; Tax Agency.
- Europcar Group entities located in the EEA and in third countries (Australia and New Zealand) for administrative management and internal control of the group itself, as well as, where appropriate, the provision of international rental services.
- SECURITIFLEET S.L., as well as, where applicable, other financial entities holding the vehicles and / or any Europcar Group company. The only purpose of this company is to comply with the requirements of the competent authorities in the event of potential traffic penalties resulting from infringements committed during the period of the vehicle rental in Spain as well as the other countries in the European Economic Area, and the Netherlands in particular.
- .
- Entities holding files on capital adequacy, in the event that, for any reason, you have a certain, overdue and enforceable debt towards EUROPCAR, payment of which you have previously been requested without it having been paid within the term set out in the General Contracting Conditions, this information may be transferred to an information file - database - on capital adequacy and credit.

#### **How did we obtain your data?**

- The data processed by EUROPCAR are those provided by you, when you sign up for a car hire contract (either in person at our offices, open to public, or through our online or telephone booking form).
- Through EUROPCAR collaborating entities such as hotels, travel agencies or pre-rental agents.
- Where applicable, the data that can be gathered through GPS or telematics devices that your vehicle may have been equipped with.

#### **What are your rights when you provide us with your data?**

- Anyone has the right to obtain information about whether or not we at EUROPCAR are processing personal data concerning them.
- The persons concerned have the right to access their personal data, as well as the right to request the rectification of inaccurate data or, where appropriate, to request their erasure when, among other reasons, the data is no longer necessary for the purposes for which they were collected.
- In certain circumstances, data subjects may request a restriction on the processing of their data, in which case we will only retain them for the purpose of exercising or defending claims.
- In certain circumstances and for reasons relating to their particular situation, data subjects may object to the processing of their data. EUROPCAR shall cease processing the data, except for compelling legitimate reasons, or the exercise or defence of any claims.
- As for the treatments based on obtaining your consent, you may revoke it at any time, by contacting the CUSTOMER SERVICE department or by sending a communication to the following email address [lopd.es@europcar.com](mailto:lopd.es@europcar.com)
- If applicable, you may request the portability of your data.

In order to protect your privacy and security, we will take reasonable steps to verify your identity before granting you access or making corrections.

In accordance with Article 77 of Regulation (EU) 2016/679, you may submit a complaint regarding the processing of your personal data to the Spanish Data Protection Agency, if you consider that such processing violates the aforementioned Regulation.

### **23. ARE THE VEHICLES EQUIPPED WITH A GEOLOCATION DEVICE?**

EUROPCAR may use electronic equipment installed in the Vehicle for the following purposes:

- To manage the rental journey (delivery, collection, vehicle maintenance, billing, etc.);
- Identify and prevent property crime and fraud;



- Ensure that obligations under the rental agreement are met (e.g., if the vehicle is not returned at the end of the agreed upon rental period, or if the Vehicle is used outside of the authorized geographical area);
- Detect, verify and investigate accidents and damage to the Vehicle;
- Improve fleet management (such as Vehicle condition, mileage, fuel level, operational fuel level, operational and diagnostic data, collision alert, etc.),

This information can be used both during and after the end of the Rental Period. For further information on Europcar's connected vehicle data processing, please see our dedicated privacy policy. Under no circumstances should you unilaterally disconnect the equipment installed in the Vehicle. In the event of uninstallation and/or non-return of this equipment, Europcar may charge you additional fees in accordance with the penalties set out in the Recommended Tariff Guide and in the article "Damage to the Vehicle" of these T&Cs.

## 24. WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?

### Applicable law

In case of dispute between You and Europcar regarding Your rental, the applicable law will be the law of the country of the pick up of the Vehicle. For instance, if You are a Spanish citizen and You pick up the Vehicle in Spain, the applicable law will be the French law. However, if You hired a Vehicle whilst in Germany then Your rental will be subject to the German law.

### Customer service

Wherever Your rental took place You can choose to consult with the Customer Services department in Your country of residence. Your Customer Services team will contact the country of rent on Your behalf and try to resolve Your query. You can contact Customer Services at the following addresses and telephone: Avda del Partenón 16-18, 28042 Madrid; tfo: 91 343 45 03

### Notifications

All notifications to be served upon You and Europcar pursuant to Your Rental Agreement shall be sent to the addresses indicated in the latter, that You and Europcar recognize as the elected domicile for all purposes and any modification must be communicated to the other party.

### Conciliation before ECRCs

You may file a claim before the European Car Rental Conciliation Service (ECRCs) (<http://www.ecrcs.eu>).

Indeed, Europcar has subscribed to the scheme of ECRCs in order to enable its clients to solve their complaints concerning cross border vehicle rentals within Europe.

It should be underlined that this conciliation service can only help with disputes involving a 'cross-border' rental transaction occurring within the European Union - You must be a resident of the EU and the rental must have taken place in a different EU country. If your complaint concerns a non-cross-border rental and you should raise the matter ECRCs will not be able to look at your complaint.

### Jurisdiction

Any disputes which may arise as a result of the Rental Agreement between You and Europcar come under the jurisdiction of the Spanish courts of law, to which both parties yield.

### Contractual documents

The binding documents between You and Europcar are, by order of priority, the following:

- The Rental Agreement and its conditions,
- The Europcar Insurance and Protection General Conditions,
- The Recommended Tariffs guide
- The confirmation email that You receive when booking a Vehicle.
- The present T&Cs, which apply to all aforementioned document.



## 25. IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?

Leaseurope has published a code of conduct for the car rental industry. You may obtain a copy at the following address: [www.leaseurope.org](http://www.leaseurope.org).

## 26. WHO OWNS THE VEHICLES?

The companies Securitifleet, S.L. and Goldfleet Spain, S.L.U. are the owners of almost all of the vehicles that Europcar IB, S.A.U. leases to its clients in accordance with the present general terms of lease and both of them have constituted a pledge over their respective vehicles for the benefit of their respective creditors by virtue of a financing agreement named "Spanish Securitifleet Financing Agreement" and its successors and assignees (Securitifleet, S.L.) and a financing agreement titled "Spanish Goldfleet Financing Agreement" and its successors and assignees (Goldfleet Spain, S.L.U.). For the purposes of said pledges, Europcar IB, S.A.U. has been designated as the third party holder pursuant to Article 1,863 of the Spanish Civil Code.

Consequently, although Securitifleet, S.L. or Goldfleet Spain, S.L.U. appear as owners of the vehicles in any documentation that may have been given to you, any return of a vehicle by a client to Europcar IB, S.A.U. will need to be done for the benefit of Europcar IB, S.A.U., in its condition of third party holder or, as the case may be, to any other entity that may substitute it in such condition, and in no case to Securitifleet, S.L. or Goldfleet Spain, S.L.U. For further information, please contact the Customer Care Department of Europcar IB, S.A.U. through the telephone number 917 226 200.

## 27. WHAT IS THE EUROPCAR PROCEDURE FOR LOST PROPERTY?

Europcar is not responsible for objects left behind in our offices and vehicles; nevertheless, we will make our best efforts in contacting customers if we find any.

Europcar will eliminate all personal and financial information after one (1) month from the end of the rental in the following way, depending on what the items are:

- Passports and Driving Cards will be handed over to the relevant local authority.
- Bankcards will be destroyed.
- Cash will be deposited in the bank
- Electronic devices (laptops, mobile phones, tablets, cameras, as well as any other device that may contain personal data will be sent by our office staff to our IT systems department, guaranteeing the complete deletion of said data before proceeding to recycle it.
- Clothes or personal belongings will be recycled in the appropriate clothing containers.
- Medicines will be deposited at the nearest SIGRE point.
- Other objects found in our vehicles (child restraint devices, supports and / or chargers for computers and mobile phones and / or USB devices) will be discarded in the appropriate disposal units.

In the event that you wish to claim a lost object, you should contact our Customer Service or the rental office at which you arranged the vehicle booking and provide the corresponding personal identification (ID, driver's license, passport ...) If you are not the owner of the lost object, you must provide an authorization letter signed by the corresponding owner.



## APPENDIX 1 ROADSIDE ASSISTANCE TERMS AND CONDITIONS

In case of accident, mechanical breakdown or any other incident affecting the vehicle that prevents you from continuing your journey, there is a 24 hour roadside assistance service included in the rental agreement price, the terms and conditions of which are shown below.

If you wish to use this service, you can call Europcar roadside assistance 24 hours a day, 365 days a year: on 900 181 735 in Spain and +34 91 594 0759 from abroad.

### What does the 24 hour roadside assistance service cover?

#### PERSONAL ASSISTANCE:

If the vehicle cannot be repaired on-site or in the event of the Road Assistance Company will offer the vehicle's occupants one of the following services:

- A taxi to take all the occupants to the nearest EUROPCAR office to the incident site in Spain, during opening hours provided that the Road Assistance Company has previously been able to confirm that there is availability to offer the Customer a replacement vehicle or, if preferred by the driver, to their destination in Spain, if within a radius of 200 kilometres.
- One night in a hotel close to the site of the incident for all occupants of the vehicle, if their habitual residence in Spain is more than 100 kilometres away and the service of the previous point has not been used.

This service includes the taxi service for the transfer of the occupants to the hotel, and the transfer the next day from the hotel to the nearest EUROPCAR office so that the Client can pick up a replacement vehicle

- Transfer of the occupants, using the means of transport considered by the Road Assistance Company to be most appropriate, to the home of the vehicle's driver in Spain, or to their journey's destination when the distance is less than returning home and with the limit of 200 kms. radio when none of the services indicated in the two previous points have been used.

If the Customer or driver of the EUROPCAR vehicle falls ill during the rental period or suffers an accident while driving that prevents them from continuing their journey or from using the vehicle:

- Transfer or medical repatriation of the injured or ill parties, to a hospital or to their home in Spain, depending on whether they need to be hospitalised, according to the criteria of the assistance company's medical team.

#### VEHICLE ASSISTANCE:

When viable and provided that the incident involving the vehicle does not require any of the personal assistance services described above to be provided, the Road Assistance Company shall offer the Customer or the driver of the EUROPCAR vehicle all the technical support at its disposal to attempt to resolve the incident by phone as rapidly as possible.

If this is not possible, and if assistance must be sent to the site of the incident where the vehicle is located, the Road Assistance Company will offer to provide the following services:

- Urgent on-site repair of the vehicle at the incident site, when this is possible, ensuring that the vehicle is fully operational before the journey can be continued.



- Tow or transfer of the vehicle to a garage approved by EUROPCAR or to an established destination point that is closest to the incident site, within a 100 kilometre radius, when the repair or the incident cannot be resolved on-site.
- Recovery of the vehicle if it has overturned or fallen into a ditch while driving on the ordinary public road system.

## 24H ROADSIDE ASSISTANCE - EXCLUSIONS

- **Error, negligence or misuse of the vehicle by the Customer.**
- **Loss or breakage of keys or leaving them inside the locked vehicle.**
- **Running out of petrol or using the wrong fuel.**
- **Recovery of vehicles from locations or routes that are unsuitable for driving or unpaved routes.**
- **Erroneous placement of accessories in the vehicle by the Customer.**

**You have NOT opted for RSA cover and the incident that renders the vehicle unusable has occurred on the mainland peninsula and has been leased on the Balearic Islands (except the island of Formentera) and vice versa OR the incident takes place on a Balearic island other than the one where the vehicle has been leased (except the island of Formentera) OR the incident takes place on an island in the Canary Islands other than the one where the vehicle was rented, and you haven't told us this circumstance at the time of booking or you haven't paid an RSA.**

In these cases, if you have requested them using the telephone numbers in Appendix 1, Europcar will provide suitable roadside assistance service from those described above ("Personal assistance" or "Vehicle assistance") but you will be billed for the amount of the charge set down in the Recommended Fees Guide.

**However, Customers may increase our roadside assistance service cover to prevent payment of these charges by contracting the Assistance Plus (RSA) protection product**