

A. DRIVER ELIGIBILITY – You agree and acknowledge that:

- a) Only the **RENTER** and listed **AUTHORIZED DRIVERS** may drive or operate the vehicle;
- b) Protection Packages shall not cover any Unauthorized Driver/s. Any availed Insurance/ Protection Packages shall be deemed null and void if an Unauthorized Driver has been found to have operated the rental vehicle.
- c) The minimum driver's age is 21, and the maximum age is 75 for all vehicle classes.
 - i. A Young Driver Fee shall apply for each driver between the ages of 21 and 24 at ₱ 500.00 per day.
 - ii. A Senior Driver Fee will apply for each driver aged 61 to 75 at ₱ 500.00 per day.
 - iii. A driver below 21 or over 75 years of age shall not be allowed to drive, regardless of the circumstances.
- d) Up to two (2) Additional Drivers are allowed per Rental. Each Additional Driver may be registered with an additional fee of ₱ 500.00 per day.
- e) Each driver must carry a valid driver's license. For Licenses written in non-Roman characters (such as Chinese, Japanese, Arabic, or Russian characters) without side-by-side English translations on the original document at the time of issue, an International Driver's Permit (IDP) is required together with the Original Valid License. Alternatively, an Official English translation issued by the Embassy of the issuing country in the Philippines may be supplied before the start of the rental.
- f) All drivers must have held a full and unrestricted driving license for at least two years.
- g) Two major government-issued ID is required for each **RENTER** and **DRIVER**. A Passport is required for Foreign Nationals and Non-Filipino Residents.
- h) A Foreign-issued Driver's License is only deemed valid for 90 days upon arrival in the Philippines. This 90-day count starts from the arrival date as stamped on the driver's Passport by the Philippine Bureau of Immigration.
- i) Each driver has, within the 3-year before the Rental Start, NOT been convicted of an offense relating to driving a vehicle
 - i. under the influence of alcohol or drugs or
 - ii. with a blood alcohol level over any legal limit.
- j) Should make any falsifications or erroneous reporting of the above be found, **EUROPCAR** may retrieve the vehicle at any time without prior advice to the **RENTER** or **AUTHORIZED DRIVERS**.

B. MAINTENANCE AND SAFETY–RENTER must:

- a) Maintain all of the vehicle's fuel, oil, and fluid levels to the manufacturer's specifications and ensure that the tires are maintained at the recommended pressure as provided in the vehicle manual. If there are warnings and/or the **RENTER** notices any irregularities (notifications on the dashboard, warning sounds, or differences in the vehicle's drive and/or operation, etc.), please contact **EUROPCAR**.
- b) Keep the vehicle always locked and the keys under your personal control. In the event of theft, you will be asked to produce the issued key/s;
- c) Comply with any applicable seat belt and child restraint laws;
- d) Generally, do all necessary to maintain the vehicle in its current state and condition (except for fair wear and tear);
- e) **RENTER** must NOT arrange or undertake any repairs or salvage to the vehicle (whether because of an accident or breakdown) without the express prior written authority of **EUROPCAR** or its authorized staff or managers;

- f) If repairs or salvage are necessary to prevent further damage to the vehicle or other property, contact a **EUROPCAR** by phone to inform of the steps the **RENTER** intends to take and obtain approval;

- g) **EUROPCAR** shall only reimburse **RENTER** for the cost of such authorized repairs or salvage if **RENTER** keeps and produce the original official receipts for parts and services;

- h) If the repairs or replacement of parts are not up to par with the standards of **EUROPCAR**, the **RENTER**:

- i. shall NOT be reimbursed for the repairs or replacement;
- ii. AND shall be charged for any cost to restore the vehicle to its original state.

C. RENTAL VEHICLE LIMITATIONS

- a) Unified Vehicular Volume Reduction Program or vehicle number coding is in effect in Metro Manila and other areas. It is strictly imposed from 7 AM until 7 PM wherein vehicle plates ending with a particular digit are banned on the road on given days. **RENTER** must plan his travel and contact the renting station during booking or before arrival.

- b) The vehicle must only be used within the geographical boundaries and an inter-island trip is not allowed. If **RENTER** violated this condition, it may invalidate any Insurance/ Protection Packages, and the **RENTER** shall pay the penalty amounting to ₱ 50,000.00, and the vehicle is subject to repossession.

- c) The vehicle must **NOT** be used under the following circumstances:

- i. For any illegal purpose;
- ii. To carry more passengers than can properly be accommodated by seats/seatbelts in the vehicle and/or carry a greater capacity for which it was built/designed
- iii. In areas that are deemed unsafe or dangerous or on Red Alert or similar status;
- iv. In flood-prone areas or any areas and roadways where any government agency has issued caution or warnings or in areas where it has been considered impassable;
- v. On unsealed surfaces or roads; beaches, through dams, rivers, or any bodies of water;
- vi. On mountain trails, rough terrain, or off-road paths;
- vii. For any race, contest, or performance test of any kind
- viii. To transport any commercial goods;
- ix. For subletting, carpooling, or hiring the vehicle and/or for carrying passengers or cargo for payment of any kind;
- x. For towing or pushing any object or other vehicle;
- xi. When the driver is incapacitated in any way or under the influence of alcohol or drugs
- xii. When a vehicle is damaged and/or unsafe, regardless of the cause
- xiii. To carry any flammable, explosive, or corrosive substance
- xiv. To transport any animal inside the vehicle
- xv. In breach of any legislation, regulations, rules, or by-laws, especially those related to road traffic

D. FUEL

- a) If the vehicle is returned with less fuel than it had when released, the **RENTER** shall pay the cost of fuel and a refueling fee. The **EUROPCAR** Fuel Rate of the day shall apply.

- b) If an incorrect fuel type is loaded in the tank (i.e., diesel to gas tank or gas to diesel tank), the **RENTER** shall be solely responsible for all expenses incurred for draining the tank and repair of any damages to the vehicle, as well as all costs to restore it to the condition in which it

was released. Incorrect refueling is not covered by the Insurance/ Protection Packages.

- c) For driver and passenger safety, it is highly recommended to refuel the vehicle at reputable, nationally, or internationally trusted, and recognized gas station brands/companies such as Petron, Shell, Caltex, Phoenix, Total, CleanFuel, and SeaOil.

E. OWNER'S LIABILITY

- a) Except as provided by law, **EUROPCAR** is not liable to indemnify **RENTER** or any person for any loss of, or damage to, any property when
 - i. Stolen from the vehicle, lost, or damaged during the Rental

- ii. Or left in the vehicle after its return to **EUROPCAR**

- b) **EUROPCAR** shall not be responsible for the state and condition of any property found in the vehicle after the vehicle's return to **EUROPCAR**. Any person claiming the return of such property is required to furnish **EUROPCAR** with satisfactory proof of ownership.

- F. **CLAIMS AND PROCEEDINGS** – Where the use of the vehicle by the **RENTER** or any other person results in an accident or claim, or where damage or loss is sustained to the vehicle or any third-party property, or if the vehicle has been stolen, the **RENTER** and/or any **AUTHORIZED DRIVER**:

- a) Shall promptly report such incident to the local police

- b) Shall promptly report such incident in writing to **EUROPCAR** by satisfactorily and accurately completing the applicable forms for internal and external purposes and claims; The forms and reports shall include but not be limited to:

- i. Police report
- ii. Accident & Vehicle Damage Photos
- iii. Affidavit or Vehicle Accident Report (detailing the accident)
- iv. OR/CR, Insurance Policy, and Driver's License of other party
- v. Contact details (name/address/contact nos.) of other party

- c) Shall NOT make any offer/promise of payment, settlement, waiver, release, indemnity, or admission of liability or fault to any degree, whether partial or full;

- d) Permit **EUROPCAR** or its insurers at its own cost to bring, defend, enforce or settle any legal proceedings against a third party;

- e) Complete and furnish to **EUROPCAR** within a reasonable time any statement, information, or assistance for which **EUROPCAR** or its insurers may reasonably require, including attending any legal meetings and proceedings related to the case to give any testimony and/or evidence;

- f) Forward to **EUROPCAR** any claims or correspondence from third parties within ONE (1) DAY of receipt.

G. VEHICLE RETURN AND REPLACEMENT

- a) The **RENTER** must return the vehicle:
 - i. At the return location/ branch, on the date and time listed on the Reservation and/or Rental Agreement (RA);
 - ii. In the same condition as it was at the rental start.

- b) **RENTER** is granted a 30-minute grace period provided that the said grace period falls within **EUROPCAR's** regular hours of operation. This grace period or a return beyond the regular operation hours shall incur an extra day's charge at the local published rate.

- c) **EUROPCAR** shall not issue refunds for unused days or charges paid directly on arrival if the vehicle returns earlier than booked.

- d) If **EUROPCAR** deems the returned vehicle to need deep cleaning due to excess spoilage,

- stains, residue, smoke odor, smoke residue, etc., a cleaning fee with a minimum amount of ₱1,500.00 shall be charged to the **RENTER**. If needed cleaning incurs downtime or extraordinary measure; additional fees shall be charged to the **RENTER**.
- e) **RENTER** agrees to return the vehicle at only **EUROPCAR-authorized** and pre-approved locations. In the event the **RENTER** returns the vehicle at a location other than what was agreed upon and pre-approved, the **RENTER** shall pay a penalty of ₱50,000.00
- f) If a vehicle is returned to any place other than a **EUROPCAR** location, or the **EUROPCAR** location is not open on the day and time of the vehicle return, the **RENTER** shall be deemed to still have possession of the vehicle until such time that custody of the said vehicle is confirmed to be with authorized **EUROPCAR** Staff.
- g) **EUROPCAR** may require the immediate return or retrieval of a vehicle if the **RENTER** or any **DRIVER** has or is reasonably suspected to be in breach of the Terms & Conditions. Furthermore, **EUROPCAR** may repossess the vehicle without any notice. **RENTER** shall also shoulder reasonable costs and charges incurred and/or forfeit any deposits or advance payments.
- h) **EUROPCAR** reserves the right NOT to replace the vehicle if the vehicle, parts, or third-party property is damaged during the rental period.
- i) **EUROPCAR** may also refuse to replace the vehicle if:
- There is a breach of any Terms and Conditions
 - If the **RENTER** has unsettled rental or damage charges to **EUROPCAR** or **THIRD PARTY** involved in case of an Accident
 - If the reason for replacement is an accident where the **RENTER** cannot supply the correct Accident reports and documentation.
- H. RATES & PAYMENT OF CHARGES**
- a) Rates are subject to change without prior notice. Should there be rate disputes, the prevailing branch published rates shall apply.
- b) The **RENTER** must pay the total amount of the estimated rental charges before the rental to include a mandatory deposit of ₱10,000.00. Any applicable additional charges will be deducted from the security deposit. Any remainder shall be returned. Any charges over and above the security deposit shall be settled directly at the rental station at the end of the rental. Deposit rates may change without prior notice. Cash, Debit, or Credit Card Deposit is accepted. The Cash Deposit will be refunded during the vehicle return. For Credit Card deposits, it will be deducted outright. Credit card pre-authorization is not available. A deposit refund may take 2-3 weeks to process. Posting or reflection of the amount to the cardholder's account varies per issuing bank and may take up to 90 Days. To expedite the posting or reflection of the amount, we advise you to contact your card issuing bank and send a copy of our refund confirmation provided by our acquiring bank. Due to fluctuating foreign exchange rates and other possible banking charges, we cannot be held responsible for any difference between the amount paid or deposited amount and the amount refunded.
- c) Cancellation of a booking with more than 48 hours notice is free of charge. Cancellation of a booking for less than 48 hours will be charged 50 EUR or equivalent in the Philippines currency (or the whole rental price if the value is lower). The no-Show fee is 95 EUR or equivalent in the Philippines currency (or the whole price of the rental if the value is lower).
- d) At the end of the Rental, the **RENTER** must pay **EUROPCAR**:
- All charges payable under the Rental Agreements, less any deposits already paid; including any processing fees (where applicable for Int'l Reservations);
 - Any penalties/fines incurred within reason during the rental, such as but not limited to road/highway tolls, parking and traffic tickets, penalties, or fines that have been unsettled to the correct parties. In addition to any penalty or fines, the **RENTER** must pay, where applicable, any administrative fees. **RENTER** agrees that in connection with any claimed traffic violations, any information relating to the **RENTER** may be submitted to the Government Authorities.
 - Any amount for which the **RENTER** is liable to **EUROPCAR** under the Rental Agreement, in respect of a breach of the Rental Agreement or for damage or loss to the vehicle or third-party property;
 - The minimum charge you must pay for the rental of the vehicle is an amount equivalent to (1) One day's rental at the "daily rate" shown on the RA multiplied by the number of days of the rental; (2) All other agreed fees and taxes specified on the Reservation/RA;
- e) The **RENTER** authorizes **EUROPCAR** to charge all money payable to **EUROPCAR** under the RA to the **RENTER**'s credit card or charge account for any extension of the original contracted Rental Period, or damage detected upon return of the vehicle. Any existing damage shall be noted in the RA and/or a Vehicle Checklist.
- f) **EUROPCAR** shall pay any refund due at the end of the Rental Period by such method as **EUROPCAR** may reasonably choose;
- g) If the **RENTER** does not pay all charges at the end of the Rental, the **RENTER** shall pay interest on the outstanding balance from the end of the Rental to the date all charges are paid in full based on the prevailing standard bank transaction rates. If the **RENTER** refuses to pay for any charges, it may result in corresponding legal action.
- h) If currency conversion is required for any payment, the prevailing foreign exchange rate at the date of the Rental Agreement or, if paid seven days after the end of the Rental, the date on which it is scheduled, plus applicable bank/handling charges.
- I. EQUIPMENT AND ACCESSORIES**
- a) Lost Key/s and Locking - **RENTER** is liable for any charges directly related to being locked out of the rental car or losing its key/s. The amount for key/s replacement will be charged to the **RENTER** plus the administration fee. For locking out of the rental, the **RENTER** will pay a calculated amount depending on the vehicle's location (Rescue Fee).
- b) Extra Equipment & Safety Tools: **RENTER** is responsible for paying the replacement cost in case of loss or damage to extra equipment such as GPS, Child Seats, Wi-Fi devices, and safety tools such as fire extinguisher, EVD, etc.
- J. BREACH OF TERMS AND CONDITIONS**
- a) **EUROPCAR** shall have the right to terminate the Rental and take immediate possession of the vehicle at any time if the **RENTER** or **DRIVER** is found to be or is reasonably suspected to be in breach of any **TERMS AND CONDITIONS**.
- b) Any breach of this **RENTAL AGREEMENT, TERMS, AND CONDITIONS** and its **POLICY & PROTECTION PACKAGES ACCEPTANCE FORM** shall result in the **RENTER** paying for:
- All costs to rectify the vehicle to its original condition or replacement of the vehicle
 - Loss of rental revenue to **EUROPCAR**
 - Damage to the third-party property for all costs for towing, storage, recovery, and repair of the vehicle
- c) A **RENTER** may be entitled to terminate a Rental Agreement if **EUROPCAR** breaches its terms and conditions within reason and with correct documentation. Otherwise, it shall be abandoned and may result in corresponding legal action.
- K. DISPUTE RESOLUTION**
- a) If **RENTER** believes that there has been an error in the account or if the amount charged is unreasonable, **RENTER** must notify the Branch/Station where the vehicle was rented & submit within TEN (10) CALENDAR DAYS a complaint in writing providing exact details of the complaint together with any evidence in support to the complaint.
- b) If **EUROPCAR** concludes as a result of its investigation that:
- RENTER**'s account has been incorrectly debited; **EUROPCAR** will respond by arranging to adjust the charges and will notify in writing or via email;
 - RENTER**'s account has been correctly debited **EUROPCAR** will respond by providing **RENTER** with reasons and furnish any evidence for this finding.
- c) If **RENTER** is still dissatisfied and has further queries, **RENTER** must notify **EUROPCAR** in writing within SEVEN (7) WORKING DAYS, and a meeting will be arranged as soon as practically possible between **RENTER** and **EUROPCAR** to resolve the dispute.
- L. APPLICABLE LAWS & PRIVACY ACT**
- a) The laws of the Republic of the Philippines govern these terms and conditions.
- b) **MSIC TRANSPORTATION INC.** is the Exclusive Franchisee of **EUROPCAR** in the **PHILIPPINES**. This corporate entity may appear in addition to or in replacement of the name/brand **EUROPCAR** for legally recognized documents.
- c) The **RENTER**'s requested information enables **EUROPCAR** to assess **RENTER**'s request to hire a vehicle. **EUROPCAR** may not be able to hire a vehicle if **RENTER** refused to provide the necessary information to hire a vehicle, even if **RENTER** holds a confirmed or pre-paid reservation.
- d) If a **RENTER** does not return the vehicle after **24 hours** from the dates stated on Reservation Details or End of Rental on record, and the **RENTER** does not respond to any calls, messages, or emails, the **RENTER** allows and releases **EUROPCAR** to take any actions and to exhaust all efforts to recover the vehicle. **EUROPCAR** reserves the right to declare a vehicle as stolen and its rights to pursue all additional measures, including law enforcement and other legal means. This is **EUROPCAR**'s responsibility towards the safety of the **RENTER, AUTHORIZED DRIVERS, and** any companions or persons in the traveling party.
- M. RENTER'S ACCEPTANCE** – By signing below, I confirm that I have read and understood both pages/sides of the **TERMS AND CONDITIONS** as presented. I am aware that this forms **PART OF THE RENTAL AGREEMENT**. Furthermore, I understand that a vehicle shall not be released to me without a signature below.
- _____
- Signature over Printed Name
- RA Number: _____
- Actual Rental Start Date/Time: _____
- Estimated Rental End Date/Time: _____