

**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 Packages and all other coverages 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 maximum age is 75 for all vehicle class.
  - 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 a processing and administrative fee of ₱ 500.00 per day.
- e) Each driver must hold and carry a valid, current, unrestricted motor vehicle driver's license for the particular class of vehicle rented. 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 issues, 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 prior to the start of the rental.
- f) All drivers must have held a full and unrestricted driving license for at least 2 years.
- g) A second 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 as 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 prior to 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) Each driver has not been refused nor had any driving license OR motor vehicle insurance revoked or cancelled for any reason within 3-YEARS prior to Rental Start
- k) Should 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 any and 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 you notice any irregularities (notifications on the dashboard, warning sounds or differences vehicle's drive and/or operation, etc.) please contact EUROPCAR.
- b) Keep the vehicle locked and the keys under your personal control at all times. In the event of theft, you will be asked to produce the issued key/s;
- c) Comply with any applicable seat belt, 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) You 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** representative by phone to inform them of the steps you are intending to take and obtain approval;
- g) **EUROPCAR** shall only reimburse you for the cost of such authorized repairs or salvage if you keep and produce the original 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 vehicle to its original state.

**C. RENTAL VEHICLE LIMITATIONS**

- a) The vehicle must only be used within the geographical boundaries of the island and/or region where the vehicle was rented. Inter-island transfer of a vehicle is not allowed. In the event **RENTER** violated this condition, it may invalidate any Protection Packages and **RENTER** shall pay for a penalty amounting to ₱ 50,000.00 and the vehicle is subject for repossession.
- b) 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;
  - vi. On beaches, through dams, rivers or any bodies of water;
  - vii. On mountain trails, rough terrain or off-road paths;
  - viii. For any race, contest or performance test of any kind
  - ix. To transport any commercial goods;
  - x. For subletting or hiring the vehicle and/or for carrying passengers or cargo for payment of any kind;
  - xi. For towing or pushing any object or other vehicle;
  - xii. When the driver is incapacitated in any way or under the influence of alcohol or drugs
  - xiii. When vehicle is damaged and/or unsafe, regardless of cause
  - xiv. To carry any flammable, explosive or corrosive substance
  - xv. To transport any animal inside the vehicle
  - xvi. 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) In the event that 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.

- c) For the purpose of 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. Please ask about other brands/companies if you are unsure.

**E. OWNER'S LIABILITY**

- a) Except as provided at law, **EUROPCAR** is not liable to indemnify you 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** satisfactory proof of ownership.

**F. CLAIMS AND PROCEEDINGS – Where the use of the vehicle by you 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. 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 rental start.
- b) **RENTER** is granted a 30-minute grace period provided that the said grace period falls within **EUROPCAR** regular hours of operation for self-drive rentals. Exceeding this grace period or a return beyond the regular operation hours shall incur an extra day's charge at the local published rate. Discounts or special rates shall not apply.
- c) **EUROPCAR** shall not issue refunds for unused days or for charges paid directly on arrival in the

event of the vehicle returning earlier than booked.

- d) If the returned vehicle is deemed by **EUROPCAR** to be in need of deep cleaning due to excess spoilage, stains, residue, smoke odor, smoke residue, etc. a cleaning fee with minimum amount of ₱1,500.00 shall be charged to the **RENTER**. If necessary, cleaning incurs downtime or extraordinary measure, additional fees shall be charged to the **RENTER**.
- e) **RENTER** agrees to return the vehicle at **EUROPCAR** authorized and pre-approved locations only. In the event, the **RENTER** returns the vehicle at location other than what was agreed upon and pre-approved, a penalty of ₱50,000.00 shall be paid by the **RENTER**
- f) If a vehicle is returned to any place other than a **EUROPCAR** location, or the **EUROPCAR** location is not open on day and time of the vehicle return, the **RENTER** shall be deemed to have still have possession of the vehicle until such time that custody of the said vehicle is confirmed to be with authorized **EUROPCAR** Staff. Please obtain the hours of operation from the correct station.
- 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 any 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 to NOT replace the vehicle if the vehicle, its parts or third-party property is damaged during 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 to **THIRD-PARTY** involved in case of Accident
  - If the reason for replacement is due to an accident where the **RENTER** cannot supply the correct reports and documentation.

#### H. RATES & PAYMENT OF CHARGES

- a) Rates are subject to change without prior notice. Please check rental and foreign currency exchange rates in force at time of rental.
- b) Should there be rate disputes, the prevailing branch published rates shall apply.
- c) The **RENTER** must pay the full amount of the estimated rental charges prior to the rental to include a mandatory deposit amount 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 to the renting station at the end of the rental. Deposit rates may change without prior notice.
- 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 Renters/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 moneys payable to **EUROPCAR** under the RA to your 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) The **RENTER** shall settle payments for the rental when **EUROPCAR** so designates including when to make payments in advance or at any other reasonable time during the Rental;
- g) **EUROPCAR** shall pay any refund due at the end of the Rental Period by such method as **EUROPCAR** may reasonably choose;
- h) If the **RENTER** does not pay all charges at the end of the Rental, he/she 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. In case the **RENTER** refuses to pay for any charges, it may result in corresponding legal action.
- i) If currency conversion is required in relation to any payment, the prevailing foreign exchange rate at the date of the Rental Agreement or, if paid 7 days after the end of Rental, the date on which is scheduled, plus applicable bank/handling charges.
- j) Due to **INTERNATIONAL CREDIT CARD PROCESSING REGULATIONS**, refunds made to a **RENTER**'s credit card may take up to NINETY (90) DAYS from processing date (by the Local PH Bank) to appear in the cardholder's account. Due to fluctuating foreign exchange rates and other possible banking charges, **EUROPCAR** cannot be held responsible for any difference between the amount paid and the amount refunded

#### 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 loss of its key/s. The actual amount for key/s replacement will be charged to the **RENTER** plus the administration fee. For locking out of the rental, **RENTER** will pay a calculated amount depending on the location of the vehicle (Rescue Fee).
- b) Extra Equipment & Safety Tools: **RENTER** is responsible to pay the replacement cost in case of loss or damage to extra equipment such as GPS, Child Seats, Wi-Fi Device and safety tools such as fire extinguisher, umbrella, EWD, 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 **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 third party property for any and 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 abandonment and may result in corresponding legal action.

#### K. DISPUTE RESOLUTION

- a) If you believe that there has been an error in your account or if the amount charged is unreasonable you must notify the Branch/Station where vehicle was rented & submit within TEN (10) CALENDAR DAYS, a complaint in writing providing exact details of your complaint together with any evidence in support of your complaint.
- b) If **EUROPCAR** concludes as a result of its investigation that:
- Your account has been incorrectly debited, **EUROPCAR** will respond by arranging to adjust your account by debiting your account and will notify you in writing or via email;
  - Your account has been correctly debited **EUROPCAR** will respond by providing you with reasons and furnish you with any evidence for this finding.
- c) If you are still dissatisfied and have further queries, you must notify us in writing within SEVEN (7) WORKING DAYS and a meeting will be arranged as soon as practicably possible between you and representatives of **EUROPCAR** in an attempt 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 information requested from you is to enable **EUROPCAR** to assess your request to hire a vehicle from us. You do not have to supply this information. But if you do not, we may not be able to hire a vehicle to you, even if you may hold a confirmed or pre-paid reservation.
- d) If a **RENTER** does not return the vehicle by 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/MSIC TRANSPORTATION** to take any actions and to exhaust any and all efforts to recover the vehicle. **EUROPCAR** reserves the right to declare a vehicle as stolen as well as 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**, 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, without a signature below, I understand that a vehicle shall not be released to me.

Signature over Printed Name

RA Number: \_\_\_\_\_

Actual Rental Start Date/Time: \_\_\_\_\_

Estimated Rental End Date/Time: \_\_\_\_\_