

Europcar Hourly Hire

Membership Terms and Conditions

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Welcome to Europcar Hourly Hire!

About us

“Europcar Hourly Hire” is a service that has been introduced by Europcar Group UK Limited (**‘Europcar’**) to enable private and business users to book and use hybrid vehicles (**‘vehicle[s]’**) for periods ranging from one hour to one day or more.

Joining our Hourly Hire ‘club’ means that for either the single, one-off Membership fee or our Subscription Membership fees (each explained in the Tariff Guide under Appendix 1 of this document) you would become a valued member (**‘Member’**) and have access to our low cost travel option when you need it.

Europcar Group UK Limited is a private limited company registered in England under company number 01089053. Its registered office is at James House, 55 Welford Road, Leicester LE2 7AR in the UK.

1 Basic Terms

1.1 This document sets out the terms and conditions (**‘T&Cs’**) that will govern the vehicle-sharing relationship that will exist between Europcar (or **“us”**, or **“we”**) and a person who takes out membership (**‘Membership’**) for Europcar Hourly Hire and becomes one of our members (**‘Member’** or **‘you’**).

1.2 Once you have had an eligibility check (see section 2 below) and paid your Membership fee, these T&Cs (including the appendices) together with the following documents will form a legally binding contract between us and will govern your use of the vehicle and your Membership as long as you remain a Europcar Hourly Hire Member:

- Your membership application and any subsequent correspondence between us confirming your Membership. This will include your Membership eligibility check, the Welcome Pack containing your Membership Card (which is unique to you and is an RFID smart-card) and full details of our services, payment of your Membership Fee, the Membership Pin number (for the RFID smart-card) that is emailed to you separately;
 - the Tariff Guide (Appendix 1 to these T&Cs);
 - our Fair Wear and Tear Standards (Appendix 2 to these T&Cs);
 - the Damage Price Guide (Appendix 3 to these T&Cs);
 - any booking confirmation (where you have made a reservation for a vehicle (a **‘Booking’**) online or a mobile application or through calling us directly);
- together the **‘Contract’**

If any conflicts arise between any of the documents comprising the Contract then, subject to section 1.6 below, these T&Cs will take precedence.

1.3 As a Member you may use a vehicle if:

- there is one available and you have booked it; and
- you have paid all applicable usage fees and additional charges; and
- you unreservedly accept and agree to comply with these T&Cs.

1.4 We remain the owner of all vehicles and any item we provide to, or put at, a Member’s disposal under a Contract including specifically, and without limitation, your membership card (**“Membership Card”**). Your use of and rights in relation to any vehicle or such other items we provide are limited to those rights of use stated in these T&Cs.

1.5 We reserve the right to change these T&Cs from time to time. We will give you notice of any changes in a timely manner either via our website home page or by email to the address you provided to us either in your Membership application or when updating your Membership details.

- If you are a Member and you write to us at hourlyhire.europcar@ecarclub.co.uk we will email you the notice of amended T&Cs.
- You agree that any amended T&Cs and/or its appendices will take effect and be binding upon you on the effective date indicated in the notice unless you terminate your Membership in accordance with the provisions of section 17.2.1 within 14 days of receiving the notice from us.

If you have any questions regarding these T&Cs or the Contract generally please contact us via email at hourlyhire.europcar@ecarclub.co.uk or by telephone at **+44 (0) 203 559 6071**.

1.6 If you are a company or corporate organisation for which a Service Agreement and/ or credit account has been created then the contractual documents forming the Contract between us (as defined under section 1.2 above) must be read in conjunction with that Service Agreement. In the event there are any inconsistencies between the documents then the provisions of the Service Agreement will prevail.

2 How to become a Member and to drive

2.1 Membership

2.1.1 To be eligible to drive one of our vehicles you must first become a Europcar Hourly Hire Member. Members fall into the categories of '**Primary & Secondary Members**'.

- *Primary Members* are responsible for paying any fees or additional charges associated with Membership for and on behalf of Primary and Secondary Members. These include Membership fees, usage fees and Subscription Membership fees or any applicable additional fees or charges as detailed in the Tariff Guide under Appendix 1. Business Account Holders (see section 3 below) are considered to be Primary Members.
- *Secondary Members* are those who have been approved by us and the Primary Member to use our services. Business Members (who are employees of Business Account Holders) will be included in this group. Additional charges may apply for Secondary Members and these will be the responsibility of the Primary Member.

Full details of all fees and additional charges can be found in the Tariff Guide set out in Appendix 1 to these T&Cs.

2.1.2 Application for Membership will be made online on our website at www.hourlyhire@europcar.co.uk and it should be completed fully, accurately and truthfully. You should supply all information and any documents that are requested. All applications will be subject to the eligibility requirements set out in sections 2.2 and 2.3 below.

2.1.3 Membership will be refused to any person who provides us with false information or whose representations are determined to be false (specifically regarding, but without limitation, name, age, address, driving license details or occupation) and to any person who cannot provide valid identification documents when requested or fails our identity verification.

2.1.4 Permitted & non-permitted persons

- Only Members (either Primary or Secondary Members) are permitted to drive our vehicles.
- All Members (whether Primary or Secondary Members) may drive any vehicle that has been Booked by another Primary Member. However, all fees and additional charges will be the full responsibility of the Primary Member that made the Booking.
- Non-Members are expressly prohibited from driving any vehicle at any time and will not be covered by any of our insurance or protection products. Only third party liability insurance will apply
- Any Member that allows a non-Member to drive one of our vehicles is considered to be in breach of these T&Cs and responsible for any consequences that may arise. This will include, but is not limited to, any traffic offences, compensation for any damage caused by the Member and/or the non-Member driver. The Membership may also be immediately suspended or terminated as a result of allowing any non-Member to drive a vehicle.

2.2 **Driving License**

2.2.1 UK driving license holders must:

- be at least 22 years of age. Please note that Members over 70 years of age may be required to pay an additional insurance premium or accept a higher excess on any potential claim. If this is required it will be confirmed in writing during the application process;
- have held a full and valid driving licence for a minimum of 12 months;
- have no more than 6 penalty points on their driving licence;
- have no drink driving convictions in the last 5 years;
- have no convictions relating to driving without insurance;
- have had no major accidents in the last 3 years;
- not have had an insurance policy cancelled, a proposal declined or a renewal refused by an insurer;
- not drive any of our vehicles if you have a notifiable medical condition or disability unless you have notified DVLA and DVLA has confirmed the conditions attaching to your licence (if any);
- supply all information and documents requested including, without limitation, a "Share Driving Licence" one time passcode to enable us to check your driving licence with the DVLA (either through a three-way call between you and us and the DVLA, and/or using the DVLA online service).

2.2.2 Non UK driving license holders:

- must have held a full and valid driving license for a minimum of 12 months and comply with the legal requirements for driving in the UK on a foreign licence;
- Overseas licenses themselves must be clearly identifiable as a driving license and information on it must be capable of being read and understood by English speakers otherwise an international driving license will be required.
- Driving Licenses that are only valid in the country of issue will mean an international driving license will be required together with other forms of identification as we may reasonably request. These will include, your passport and/or ID card, and either contact details within the UK and/or a utility bill.

2.2.3 If your licence is suspended or revoked for whatever reason or if you receive any further endorsements on your driving record, or if you are convicted of driving under the influence of alcohol or drugs, dangerous driving or exceeding the relevant speed limit then you agree to notify us of such

events to us promptly. If you fail to notify us of any such events you may not be covered by our insurance policy when driving any vehicle.

2.3 Verifying Your Identity

As well as a Driving License check we will need to verify your identity and home address before you can become a Member.

- 2.3.1 If you live in the UK we will use an “Equifax eIDVerifier” checking system to verify your identity. Depending on the results of this check we may need you to provide paper-based proof of identity (such as a utility bill or bank statement that shows your home address) that is less than 3 months old on the date we make the initial identity check.
- 2.3.2 If you live outside the UK when you apply for Membership we may ask for another form of evidence to verify your identity. This will include your passport and contact details within the UK and/or a utility bill.

3 Business Membership Terms and Conditions

- 3.1 A **‘Business Account Holder’** is a company or corporate organisation that has entered into a Service Agreement with us and has opened a credit account for use by its employees. The Business Account Holder is deemed to be the Primary Member and, unless specified otherwise, is therefore responsible for all and any liability (whether financial or otherwise) arising out of or in connection with its employees’ use of the account
- 3.2 A **‘Business Member’** is a person employed by the Business Account Holder and therefore entitled under the provisions of the Service Agreement and these T&Cs to drive our vehicles. A Business Member is also a Secondary Member.
- 3.3 Business Accounts may be subject to different pricing structures and contractual terms. If these are not otherwise set out in the Service Agreement then all prices, procedures and processes will be as outlined in these T&Cs and in the Tariff Guide set out in Appendix 1.
- 3.4 The Business Account Holder warrants that, when using the vehicles and services, Business Members will at all times comply with the provisions of these T&Cs and/or the Service Agreement. The Business Account Holder accepts liability for any costs, claims, loss or damage arising out of or in connection with the Business Members use of the vehicles and the services.
- 3.5 The Business Account Holder will communicate to Business Members any changes to these T&Cs.
- 3.6 The Business Account Holder must inform us immediately a Business Member leaves the organisation. In such a case the Business Account Holder must return the Business Member’s Membership Card to us. Failure to do this will render the Business Account Holder liable for any costs or charges arising or incurred by us as a result.

4 Obligations towards the vehicles

4.1 Our Obligations

We have specific obligations towards the vehicles that we make available to you. These are briefly set out below but can be found in more detail within sections 11 (*Damage to the Vehicle/Fair Wear and Tear Policy*), 12 (*Maintenance and Cleanliness of Vehicles*) and 13 (*Mechanical Breakdown or Accident*).

- 4.1.1 We will ensure, as far as is reasonably possible, that the vehicle is provided in a roadworthy condition, regularly serviced and with full breakdown cover.
- 4.1.2 We will make weekly routine inspections of the vehicle condition when we will check things like the windscreen washer fluid, tyre pressures and the battery charge.
- 4.1.3 Vehicles are made available to you from designated parking bays (or “hubs”) from the Booked start time and are accessed using the Membership Card we have supplied which is unique to you.
- 4.1.4 In the event of a vehicle breakdown occurring and assistance being requested, a designated breakdown service provider will attend to the vehicle. Where it is not possible to repair the vehicle at the roadside it will be towed to a local repair centre or back to its hub. Wherever possible, and provided you have not run out of charge/ Fuel or been negligent in your use of the vehicle, we will make reasonable onward travel arrangements for you or return you to the hub location.

4.2 Your Obligations as Members

You must comply at all times with the following specific rules and obligations towards our vehicles:

4.2.1 You must ...

- Carry your Membership Card with you as you will need it to lock and unlock a vehicle. Please note that your Membership Card is an RFID card that is unique to you. The cost of replacing lost, stolen or damaged Membership Cards is set out in the Tariff Guide under Appendix 1.
- drive the vehicle according to all applicable road traffic laws and regulations. Ensure that you are familiar with all relevant local laws and driving regulations.
- follow the instructions in the Membership handbook that is in the vehicle. If a problem arises that prevents or limits your use of the vehicle or that may compromise safety you must immediately notify us by phone on +44 (0) 203 559 6071 and follow the instructions we give you.
- treat the vehicle with due care and respect and ensure it is always locked and protected by its anti-theft devices, when it is unattended, parked or at the end of your booking.
- report stolen vehicles to the police immediately and return the Membership Card to us as proof that you had the Membership Card in your possession when the vehicle was stolen.
- check that you and any third party passengers have not left any personal belongings in the vehicle. Whilst we will make reasonable efforts to reunite lost belongings with their owner you (and any passenger (whichever applies)) agree that we shall not be liable for any belongings that may be left in a vehicle. Any items we discover will be held for a maximum period of one month. Belongings not claimed within this period will be disposed of.
- ensure the vehicle is kept locked at all times when it is not in use;
- return the vehicle to its original hub location
 - o at the correct time; and
 - o in the condition that you picked it up or as it was outlined to you prior to you picking the vehicle up; and

- if an Electric vehicle place it on charge and ensure it is charging by looking at the dashboard of the vehicle and charging point;
- return the vehicle keys and the key fob to the pin reader and any recharging or fuel cards to their designated storage positions inside the vehicle at the conclusion of your Booking. Failure to do so means you will be charged the hourly rate for the vehicle until all the items are returned. You may also be charged for the cost to replace any of the missing items and our administration fee (the cost for which is shown in the Tariff Guide under Appendix 1)
- ensure the vehicle is locked using either the app or your Membership Card.

4.2.2 You may not...

- take a vehicle (nor permit our vehicle to be taken) outside of mainland UK, without our prior written consent.
- drive the vehicle whilst under the influence of alcohol or any drug or medication under the effects of which the operation of a vehicle is prohibited, illegal or not recommended.
- make any modifications to the vehicle without our consent. This includes but is not limited to; the fitting of roof/ bike racks, tow bars or snow tyres/chains. Even if we give our consent you will still be responsible for any damage caused to the vehicle by the modifications.
- smoke in the vehicle or allow anyone else to do so. Smoking in any of our vehicles is illegal and therefore strictly prohibited. If we reasonably believe that smoking in the vehicle has occurred, you may be liable to pay our reasonable cleaning fees (the costs for which are set out in the Tariff Guide under Appendix 1). We reserve the right to revoke your Membership for repeated incidences of smoking in a vehicle.
- text or use e-mail whilst you are driving, use a mobile telephone without an appropriate hands-free device or otherwise engage in the use of any communication device or any similar activities that may be prohibited by law or distract you from driving;
- carry pets unless they are transported in a locked pet carrier. You will be responsible for the removal of any residual pet hair. If any evidence of pet hair is found then additional charges may apply. Assistance animals required by Members or their passengers are allowed in the vehicle without a pet carrier, however, you should put a note in the comments box when you make the booking and ensure the vehicle is left clean.

nor use a vehicle or allow it to be used:

- for rehire; neither can you mortgage, pawn, sell or in any way pledge or attempt to or give anyone any legal rights over the Vehicle or any part of it or any of its accessories;
- to carry passengers for hire or reward;
- to carry more passengers than is recommended by the vehicle's manufacturer;
- to carry flammable and/or dangerous merchandise; toxic, harmful and/or radioactive products or those that infringe applicable local laws and regulations, or to transport merchandise with a weight, quantity and/or volume in excess of what is recommended by the vehicle's manufacturer;
- for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not;
- to give driving lessons;
- to push or tow another vehicle or trailer whether or not the vehicle you are renting is fitted with a tow-hook;

- 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, forest paths, mountains, etc.;
- for the carrying out of any crime or for any other illegal activity or purpose
- by any person who has provided us with false information or whose representations are determined to be false (regarding specifically, but without limitation, name, age, address or occupation);

4.2.3 Any unreasonable or inappropriate use of a vehicle (that we determine in our sole discretion) will be deemed a breach of these T&Cs. In these circumstances we reserve the right to immediately suspend or terminate your Membership and, if we do so, then any existing Bookings will be cancelled. You will be responsible for any and all costs, charges and expenses we incur as a result of your breach of this or any others of these T&Cs

4.2.4 **You must not allow any non-Member or other unauthorised driver to drive the Vehicle which includes you deliberately allowing the non-Member or other unauthorised driver access to the vehicle or the access being acquired due to your negligence, negligent act or failure to act.**

If you fail to fulfil any or all of these obligations then, it may cause the insurance provisions (set out in section 15.1 below) to be compromised and/or invalidated and you will be responsible for and will pay to us all reasonable costs of any detrimental consequences, loss and/ or damage that may arise as a result.

5 Fees, Additional Charges and Payment

5.1 We may charge you for various services that we will carry out as a result of incidents that may occur during the Booking and/or how you used the vehicle. The cost of these additional charges and fees (inclusive of VAT) is listed in the Tariff Guide attached to these T&Cs at Appendix 1. Such additional charges and fees include, *but are not limited to*, the following:

5.1.1 Relating to Membership & Usage Fees generally

- Membership categories and fees are set out in the Tariff Guide attached to these T&Cs at Appendix 1. Membership and usage fees are also available on our website pricing page at www.hourlyhire@europcar.co.uk.
- Usage fees will be confirmed at the time of Booking.

5.1.2 Relating to fines and penalties particularly

- You are responsible for and will pay all costs arising from:
 - o any parking charges (or your failure to pay them);
 - o a breach of any parking restrictions or a road traffic offence or any other offence or infringement involving the vehicle such as (but not limited to) lane infringement; tunnel, turning and bus lane charges including the costs from the vehicle being clamped, seized or towed away and any other charges/costs (or failure to pay them) levied by a relevant organisation or issuing authority.

You are and will remain primarily liable for such charges and you consent to us notifying such organisations of your personal details to effect a transfer of liability.

- **Each time we deal with such correspondence** we will charge you for our administration fee which covers the reasonable costs we incur in administering the correspondence associated with each fine, charge or penalty that is issued for the vehicle during your Booking. You have the right to challenge that administration fee **within 14 days of the date of the invoice**. The administration fee will be refunded if you can provide supporting evidence to show that the issuing authority has rescinded the fine or penalty
- Where we receive a penalty charge notice that is issued for the vehicle during your Booking we will either
- transfer liability for the penalty to you so that you will then be responsible for payment and all future correspondence with the issuing authority. For the avoidance of doubt: in the case of speeding notices we are obliged by law to pass the offending Member's details to the police; or
- pay the penalty on your behalf (if it is capable of being paid) so that we can mitigate the cost of it and charge you accordingly. **Where we, at our discretion and for whatever reason, choose to pay such charges you will reimburse us the said charge plus our administration fee (for each charge we pay or each time we deal with such correspondence)**. If we do pay it then we will take the following actions:
 - We will inform you by letter that we have paid the penalty and we will enclose an invoice for the cost of the penalty plus our administration fee; and
 - we will tell you that we intend to take the money for the cost of the penalty and the administration fee from your credit/debit card **within 14 days of the date of our letter** unless you write to us with a legitimate reason why the fine or penalty should not have been paid.
 - *If you do not contact us or you admit the validity of the fine or penalty* then we will take the money from your credit/debit card on the 15th day following the date of the letter
 - *If you do contact us with a legitimate reason as to why the fine or penalty should not be paid* then we will put this to the issuing authority. If the issuing authority refuses your appeal then we will confirm this to you and then take the money for the cost of the penalty and the administration fee from your credit/debit card. If the issuing authority allows the appeal and you can provide supporting evidence to show that the issuing authority has rescinded the fine or penalty then we will not take any money from your credit/debit card.

5.1.3 Other additional charges and fees

The cost for all other additional charges and fees linked to other events that take place during your Booking is set out in the Tariff Guide and includes – but is not limited to - the following examples:

cleaning fees for a vehicle	if we have to return the vehicle to the same condition it was in before the start of the Booking (including for smoking in the vehicle)
lost or stolen or damaged keys &/or Membership Cards	(whether or not you are at fault for the loss, theft or damage) plus the administration fee
excess mileage charges	for any additional miles you travel over and above the mileage allowance (if any) included in the usage fees
unpaid charges admin fee	will apply if we have to recover charges associated with your Booking that you have not paid. Reasonable legal fees, statutory

court costs and interest may also be payable in addition to the unpaid charges admin fee (as shown in the Tariff Guide)

5.2 Payment

5.2.1 You will pay us via credit or debit card or any other means that we have agreed with you for:

- all Membership and Subscription fees (if applicable to your driving plan); Please note that Membership fees are not refundable.
- usage fees at the time of Booking; and
- all charges and costs incurred related to the vehicle for the entire period of the Booking until the vehicle is returned to its designated bay, refueled (if necessary), connected to the charging point provided, locked, secure and serviceable, and charging has commenced;
- any costs, fees or additional charges incurred by Secondary Members.
- value added tax (VAT) at the prevailing rate and all other taxes and levies on any of the fees, costs and charges listed in the Tariff Guide that are applicable.

5.2.2 Any credit or debit card you provide to us which is rejected or causes ongoing issues or if there are any unpaid fees or charges which remain unpaid for two (2) weeks following the relevant Booking may result in suspension of your Membership and/or cause us to use third parties to collect any overdue amounts. In these circumstances:

- if your Membership is suspended then any advance Bookings made will be cancelled but you will still be liable for the applicable usage fees if the cancelled Booking period was due to take place within 24 hours of the Membership suspension; and
- if we use a third party to collect the overdue amount you will be liable for any fees or costs associated with those collection activities plus the unpaid charges admin fee shown in the Tariff Guide.

6 Services included in the price you pay for Membership and usage fees

Services Included with your Membership and usage fees
Membership Card
24/7, 365 days a year access to our entire vehicle fleet
Third Party Liability Insurance
Technical assistance to the vehicle for breakdown recovery due to mechanical faults (which are not driver error or abuse)
Out of Hours Emergency Helpline
Intelligent and dynamic booking platform and website
External Charge Card supplied in all Electric vehicles to charge up free at a number of external charging points
London Congestion Charge (if applicable)

7 Booking a vehicle

7.1 Vehicles must be Booked either via our website www.hourlyhire@europcar.co.uk or by phone as detailed on our website. You can also use this phone number for general enquiries during normal working hours.

7.1.1 Whilst we cannot guarantee to meet all your Booking requirements we will endeavor to offer a suitable alternative.

7.1.2 The **minimum period** for which a vehicle can be Booked is **one hour**. Use of a vehicle for a period longer than one week may be arranged at our discretion and Bookings must be made by email or telephone with one of our representatives.

7.1.3 You will be billed for usage fees at the time of Booking.

7.2 Modifying or Cancelling a Booking

You can modify or cancel your booking at any time (both before and during the actual Booking) by either logging on to your account or calling us directly on +44 (0) 203 559 6071. The charges and fees described under this section 7.2 and in the Tariff Guide under Appendix 1 may apply.

7.2.1 If a Member wishes to alter a Booking in any way it is imperative it is done either via the website www.hourlyhire@europcar.co.uk or by calling us directly on +44 (0) 203 559 6071 **at least 24 hours before the scheduled start time of the Booking**.

- *Cancelling the Booking or reducing the Booking period*

- If you wish to cancel a Booking or reduce the Booking period for a vehicle then provided you give us at least 24 hours notice before the scheduled start time of the Booking there will be no associated costs.
- If you give us less than 24 hours notice before the scheduled start time of the Booking you will be charged the usage fees for the full Booking period.

- *Extending a Booking*

You can extend your Booking provided that:

- the vehicle has not already been reserved by another Member and is available for use during the extended Booking period; and
- you make the extension request before the scheduled expiry time of your existing Booking.

Please note that if you are unable to extend your Booking and you are late in returning the vehicle to its charging point then as well as the hourly usage fee for each hour or part hour of the unauthorised extension period you will be charged the 'late return fee' that is set out in the Tariff Guide under Appendix 1 to these T&Cs.

- *Modifying a Booking*

You can also modify your Booking for reasons other than to extend or reduce the Booking period. It may be that you wish to change the vehicle type or location. Provided you give us at least 24 hours notice there will be no charge for this.

8 Collecting a vehicle

8.1.1 Inspection of the vehicle prior to taking possession

- You must pick up the vehicle at its designated parking space no earlier than your Booked start time.
- You must assess both the exterior and the interior of the vehicle for damage or other abnormality as well as the charging cable and charging point. Our Fair Wear and Tear Standards are set out in Appendix 2 to these T&Cs and provide details of how you should measure and assess any damage.
- You must report to us immediately, and before driving the vehicle, of any damage or other abnormality that you notice. In particular you should report
 - o any warning lights, leaking fluids, missing or inoperable signals or head lamps; broken or missing mirrors;
 - o any other condition that may render the vehicle or charging point unsafe to operate
 - o cracks or chips or dents to the bodywork of the vehicle or charging point
 - o any other damage or abnormality, whether superficial or otherwise, which is not recorded in the vehicle handbook.
- Damage or other abnormality must be reported
 - o in the first instance to the Customer Relations team by calling on **+44 (0) 203 559 6071** (which will be charged at the standard landline rate (or similar) but other networks will vary depending on your service provider); and
 - o secondly by emailing photos and a full description of the damage to hourlyhire.europcar@ecarclub.co.uk.
- If, during your inspection of the vehicle at the start of your Booking, you notice damage to or a problem with the vehicle (for example a lack of cleanliness) that is not in the vehicle handbook and you don't notify us of it prior to taking the vehicle then you will be deemed responsible when it is discovered or reported later. You may then be charged for the cost to rectify the vehicle (up to the value of the Damage Excess Fee) and we may suspend or terminate your Membership.

8.2 Once you have completed the inspection and gained access to the vehicle you must enter your pin into the reader within the vehicle and remove the keys. For Electric vehicles, when disconnecting the cable from the charging point and vehicle you must take the cable with you by placing it in the boot of the vehicle.

9 Returning a vehicle

9.1 You must return the vehicle by the agreed time and date to the designated parking bay and in the same condition as it was when you collected it and with all documents and accessories that were present at that time.

9.2 The vehicle will not be considered successfully returned until:

9.2.1 it is in its designated parking bay (or other location as agreed with us). If the designated parking bay is blocked by another vehicle or otherwise unusable you must call us on +44 (0) 203 559 6071 for instructions as to where the vehicle can be legally parked. You must not leave the vehicle in an area

which has parking restrictions unless we ask you to do so. Unless such permission has been granted you will be responsible for any and all fines or penalty charge notices that are issued and/or any towing charges we incur as a result of your failure to park correctly;

- 9.2.2 the engine is switched off, keys/fobs and charge/ fuel card are returned to their designated place in the vehicle;
 - 9.2.3 the vehicle is refuelled (if necessary) in accordance with section 10.2 below
 - 9.2.4 the charging cable is reconnected to the charging point and charging has commenced (if necessary); and
 - 9.2.5 you have followed any additional instructions in the vehicle cabin for ending the Booking; and
 - 9.2.6 the vehicle has been locked using your Membership Card.
- 9.3 You must remove all personal possessions.
- 9.4 If you return the vehicle late and have not extended the Booking we will charge you the hourly charge for each hour (or part hour) that you keep the vehicle beyond your Booking period plus a late return fee (the cost for which is set out in the Tariff Guide under Appendix 1)

10 Re-Charging the vehicle and Claiming Eligible Expenses

10.1 Re-charging of vehicles

- 10.1.1 We are responsible for the cost of charging the vehicle at its designated parking bay but you will be required to connect it to the charging point at the end of your Booking. The charge card and connection cables will be provided for the purpose. Re-charging cards and cables may only be used by Members to recharge vehicles and for no other purpose.
- 10.1.2 Instructions for re-charging are provided in each vehicle and you must ensure that you follow the instructions and charge the vehicle correctly. We will charge you for any costs arising from your incorrect use of charging cables and/or the charging point.
- 10.1.3 When you return the vehicle it is your responsibility to ensure that it is connected to the charging point in the designated parking bay and charging has commenced. If you do not correctly connect the vehicle to the charging point provided, or you fail to connect it at all, then you will continue to be charged the hourly usage fee until the vehicle is connected and charging has commenced. In addition to this you may be charged the loss of use fee that is set out in the Tariff Guide under Appendix 1 to these T&Cs.

10.2 Refuelling the vehicle

- 10.2.1 You will be charged a mileage fee for each mile you travel during your Booking. The mileage charge for your vehicle is shown in the Tariff Guide under Appendix 1.
- 10.2.2 At the end of your Booking you should ensure that the vehicle is returned with its fuel tank no less than one quarter full.
 - If the fuel gauge shows that the fuel tank has dropped below one quarter full then you should refuel the vehicle using the fuel card which we provide for this purpose. The fuel card may only be used to fuel our vehicles.

- You will find the fuel card inside the vehicle. If it is missing or not functioning then you should pay for the fuel yourself and we will reimburse you for the cost as an Eligible Expense (see section 10.3 below).

Please ensure you use the correct fuel when refuelling the vehicle.

Decontamination and any other damage or costs (including road side assistance or recovery) arising as a result of the incorrect fuel being used are not covered by our insurance and protection provisions. You will therefore be charged for the full costs we incur to repair the damage. In these circumstance your liability will not be limited to the Damage Excess Fee.

10.3 Claiming Eligible Expenses

For the purposes of this section 10.2 an “**Eligible Expense**” is defined as an expense incurred by a Member for minor routine maintenance required by a vehicle during their Booking.

- 10.3.1 We will reimburse Members for certain Eligible Expenses they incur during the Booking. Such Eligible Expenses may include new windscreen-wiper blades, light bulbs, or windscreen washer fluid. Eligible Expenses that exceed £20 in value must be authorised by us in advance of the expenditure.
- 10.3.2 If you pay for an Eligible Expense you must keep the original receipt and note on it the odometer reading at the time purchase and your full name. Such receipts should be either posted or scanned and e-mailed to us as soon as possible following expiry of the Booking in question. The cost will then be refunded to your account. No credit will be given without a receipt.

11 Damage to the Vehicle/ Fair Wear and Tear Policy

- 11.1 Any damage caused to the vehicle whilst you have it in your care will be evaluated by us (acting reasonably) and charged according to our cost estimation. Repair costs will vary depending on the extent of the damage. Our Fair Wear and Tear Standards (see Appendix 2 to these T&Cs) describe how we assess damage and how you should measure, assess and report damage to us.

11.2 Light Damage

Light Damage is viewed as minor, insubstantial damage that does not render the vehicle unusable or illegal and therefore does not require immediate repair before it can be made available to be Booked by another Member. Examples of Light Damage include (but are not limited to):

- 11.2.1 scratches to the external paintwork or on bumpers;
- 11.2.2 light damage to the windscreen,
- 11.2.3 damage to tyres, wheel rims and trims or to wing mirrors

We will charge you for Light Damage according to the Damage Price guide that is included in these T&Cs at Appendix 3.

11.3 Serious Damage

Serious Damage or other damage that is not viewed as Light Damage because it renders the vehicle unusable or illegal and requires immediate repair before it can be available for Booking by other Members is not included in the Damage Price Guide. Serious or other non-Light Damage will be evaluated by an independent expert and charged according to the expert’s report or to a cost estimate supplied by an independent motor repairer.

11.4 Provided always that you have complied with all local laws and these T&Cs (and/or the Service Agreement applicable to Business Account Holders) and you have not compromised or invalidated our insurance provisions (see section 15.1 below) then the amount we will charge you for any Light Damage or Serious or non-Light Damage will not exceed the value of the Damage Excess Amount that was agreed with you at the start of your Membership. However, you may be responsible for **all** damages and costs arising if you have failed to comply with these T&Cs (and/or the Service Agreement applicable to Business Account Holders).

12 Maintenance and Cleanliness of the Vehicles

12.1 Routine maintenance

We will take responsibility for all necessary routine or emergency maintenance on our vehicles as well as cleaning both the interior and exterior on a regular basis. However, you are responsible for the general cleanliness of a vehicle whilst it is in your care, custody and control and you are expected to help to maintain its driving safety and performance by calling us on **+44 (0) 203 559 6071** if you believe that additional maintenance or cleaning is required. You will be charged for the cleaning fee as set out in the Tariff Guide under Appendix 1 to these T&Cs if you leave a vehicle in an unclean condition at the end of your Booking.

12.2 Emergency maintenance

12.2.1 You must respond appropriately to all warning lights and other indicators and alerts. While we will regularly service all vehicles you are expected to assist in routine maintenance (such as but not limited to filling the windscreen washer fluid, changing windscreen wipers and light bulbs and cleaning the interior of the vehicle). The cost of minor maintenance and repairs will generally be an Eligible Expense (see section 10.2 above for further details relating to Eligible Expenses).

12.2.2 Unusual noises or driving feel, warning lamps or other indicators and other performance changes must be reported to us as soon as they are noted. Failure to report such irregularities while any vehicle is in your possession may result in the immediate suspension or termination of your Membership.

12.2.3 You will be responsible for:

- any damage resulting from unauthorised repairs, maintenance or use of accessories such as, without limitation, jumper cables or other related tools; and
- any costs resulting from your negligence (or that of a Secondary Member), including, without limitation, allowing the vehicle's battery charge to run down to the point that it is incapable of completing the journey.

13 Mechanical Breakdown or Accident

13.1 Roadside Assistance generally

We provide Roadside Assistance support as a part of our service at no additional cost. If, however, your need for Roadside Assistance is the result of a breach of these T&Cs or a violation of Membership rules then you may be charged for the costs of recovery and/or repair.

13.2 Accidents, breakdowns or other similar incidents

13.2.1 All accidents, breakdowns or other similar incidents involving a vehicle must be immediately reported to us by phoning **+44 (0) 203 559 6071**.

- If you don't do this or you continue to use the vehicle then you will be responsible for any loss and/or damage caused to or resulting from the use of the vehicle or to a third party and for all applicable charges associated with such loss and/or damage together with a damage administration fee for each incident.
- If you are calling to report an accident or incident outside of standard working hours then you will be given an emergency number to call. This emergency number should not be used for anything other than the reporting of accidents, breakdowns or other similar incidents involving a vehicle. Misuse of this number may result in you being charged the Emergency Line Misuse Charge shown in Appendix .1 Tariff Guide.

13.2.2 We will provide prompt Roadside Assistance anywhere in the United Kingdom. Our primary objective will be to repair the vehicle in situ or at a local repairer. If this is not possible then we will take reasonable action to ensure you are able to continue your journey by other means. This may include arranging a replacement vehicle or covering necessary public transport costs.

13.2.3 If you have an accident/incident you must:

- not admit or accept responsibility at the time to any third party;
- obtain and notify us of the names and addresses of all involved, including witnesses;
- make the vehicle secure and tell the police straight away if anyone is injured or the road is blocked or if any property has been damaged;
- tell us of the accident or incident by calling us on **+44 (0) 203 559 6071**;
- complete and return the Incident Report Form we provide by email as soon as you have notified us of the incident and supply the following information where possible:
 - o date, time and location of accident or incident;
 - o registration number, make, model, colour and year of any third party vehicle involved;
 - o full insurance details of any third party involved in the accident or incident including insurance certificate number and the name, address and phone number of the insurance agent;
 - o name, address, and driver's licence number of the owner of the third party car;
 - o name, address, and driver's licence number of the driver (if he or she is not the owner);
 - o name, address, and phone number of any witnesses, passengers or other involved persons;
 - o circumstances of the accident or incident; and
 - o photographic evidence of all damage at the scene.

13.2.4 Under some circumstances, and when we instruct you to do so, you may also be required to obtain an official police report and, if possible, provide a jointly agreed-upon statement.

13.2.5 If we ask you to do so you must provide either us, or our agent, with the findings of any report or notice relating to any claim against us relating to an accident or incident involving one of our vehicles.

You agree to co-operate fully in any related investigation and the defence we may make to any such claim.

14 Member's Personal Information and Driving Records

- 14.1 We collect and process your personal information strictly in accordance with the requirements of the Data Protection Act to the extent necessary to assist us in providing you with our services.
- 14.2 You have a right to access, rectify and delete the personal information concerning your Membership. You may exercise this right by sending a letter to the following address: *The Data Protection Officer, Europcar Group UK Limited, James House, 55 Welford Road, Leicester LE2 7AR.*
- 14.3 Any telephone calls and e-mail correspondence you undertake with us may be recorded and/or monitored. By using these forms of communication you are consenting to the recording and/or monitoring of your calls and e-mail.
- 14.4 By applying for Membership you authorized us to obtain your driver's records from the DVLA. We may from time to time check your driving records and we reserve the right to request additional information such as a copy of a passport or proof of address at any time and/or to suspend or terminate your Membership if you do not continue to meet our eligibility criteria.

14.5 Our use of your Personal Information

We may use any personal information you have given us including the details of any Secondary Members as follows:

- 14.5.1 To verify your identity; to process and collect payment under a Contract, monitor fraud and deal with any issues before, during and after termination of a Booking.
- 14.5.2 To obtain information from third party agencies before your Membership can be approved for the purposes of checking your identity and that of any potential Secondary Members. This identity check will leave an electronic note or "footprint" on your record but will not affect your credit rating; it is not used as part of the credit vetting process and the information is not sold to third parties.
- 14.5.3 We will keep a record of any breach of a Contract, suspected fraud or accident history to help us with future decisions about you and/or any Secondary Member.
- 14.5.4 We may give your personal details to credit reference agencies, DVLA, HM Revenue & Customs, the police, debt collectors (including solicitors) and any other relevant organization that we consider may have a legitimate need for such information.
- 14.5.5 Our data protection policy is available from: <https://www.europcar.co.uk/privacy-policy>.
- 14.5.6 Where you have agreed we will use the personal information for marketing purposes such as special promotions and loyalty programs.

By accepting these T&Cs you expressly acknowledge having granted your explicit consent with the privacy policy contained in this section 14.

15 Insurance and Protection provisions

- 15.1 This section 15 summarises the insurance and protection provisions that are included in your Membership and usage fees and are designed to cover your potential financial exposure when using

one of our vehicles. Without these provisions you will be personally liable for the financial consequences if any of the following circumstances occur during a Booking:

- 15.1.1 **Liability to a third party** which means *other people's* bodily injury or death and / or damage to their property that occurs because of an accident or incident that you cause.
- Damage to a third party's property could include a third party's vehicle and its contents; or a third party's buildings or its contents; or to machinery or personal possessions.
 - The cost of any business interruption associated with either the third party's injury or death and/or the damage to their property will also form part of this liability;
- 15.1.2 **Damage to or theft of the vehicle.** This may be the result of a collision or an attempted theft and it needs to be repaired or it may be so badly damaged that it is irreparable and we write it off; or it may be stolen and not recovered.
- 15.2 If you are driving the vehicle at the time of a collision and you are responsible for the collision taking place then whilst any injured Passengers will be covered by our Third Party Liability insurance your own death or injuries, together with the possible associated consequences of it, will not.

Definitions

For the purposes of these insurance and Protection provisions we have given the following words or expressions a particular meaning:

bodily injury means any physical injury or psychological damage suffered by a person as the direct result of an accident. It is not something that is intentionally self-inflicted and it does not result from sickness or disease

book value: means the value of the vehicle calculated by an industry recognised system which provides a figure that is the difference between the retail value and the trade value of the vehicle at the time of the incident.

Collision (or collision) means the impact of the vehicle with another fixed or moving body or object

Damage Excess amount is a specified sum of money that, provided you have complied with these T&Cs and have not committed a breach of any applicable laws, is the maximum amount we will charge you for the cost of any damage caused to the vehicle as a result of a collision or its attempted theft during the Booking; or the loss of a vehicle if it is written off because it is irreparable or if it is stolen and we do not get it back. The Damage Excess amount is a non-waivable sum that was agreed at the time you took out your Membership.

Loss of Use describes the circumstances where a vehicle is unavailable for another Member to use because, as a result of a collision during the Booking, it was damaged and we need to take it off the road to have it repaired

Passenger means *any person other than the driver* that is being transported or is travelling in or on the vehicle on a gratuitous basis. A Passenger is viewed as a Third Party under the mandatory Third Party Liability insurance regimes

Protection (or protection) in these insurance and Protection provisions applies to the means by which your financial liability for any damage to or loss of a vehicle is limited to the Damage Excess amount. *It should be noted that this Protection is not provided by way of an insurance policy*

Third Party means any party to an incident *other than the driver of the vehicle*. For the avoidance of doubt a Passenger is also deemed to be a Third Party

Third Party Liability insurance means insurance that provides protection against liability for another party's claims for damage to his/her property or for bodily injury or death arising out of an incident that occurs whilst you are driving a vehicle. Third Party Cover is a mandatory legal requirement and it is therefore an integral part of our service.

15.3 **Mandatory Third Party Liability Insurance**

We are required by law to insure our vehicles against liability for the claims or actions of Third Parties. It is automatically included as part of your usage fees. You will therefore, as a matter of course, be covered up to the level legally required for the consequences *others* may suffer as a direct result of your actions whilst you are driving the vehicle.

15.3.1 You are covered for ...

You will be insured against liability for the financial cost of any of the following consequences that may arise as a result of an incident that you cause when you or any Secondary Member is using the vehicle:

- bodily injury or death suffered by Third Parties; and
- property damage sustained by Third Parties and losses and costs arising as a consequence of the damage

15.3.2 You are not covered for ...

Third Party Liability insurance does not cover:

- bodily injury or death that you (the driver at the time of the collision) may suffer; or
- any damage to or loss of your personal property or possessions; or
- any damage caused to the vehicle

15.3.3 What is the amount of your financial exposure for Third Party Liability?

- You are covered for the financial cost of any Third Party Liability arising as the result of a collision that you may cause up to the legally required level.
- However, if you committed a breach of any applicable laws (including any relevant road traffic regulations) or these T&Cs then, whilst our insurer will still fulfil its obligations to Third Parties under the Third Party Liability insurance policy, it may seek to recover from you some or all of the costs it may have paid to that Third Party as a result of the incident.

15.3.4 How to notify us?

In circumstances involving Third Parties it is important that you do your utmost to report the collision to us at the earliest possible opportunity providing full details of both the incident and of the Third Party. Section 13.2 above gives full details of what is required to enable us to defend our case against the Third Party (if you are responsible for the incident) or recover costs from the Third Party (if the Third Party is responsible for the incident).

15.4 Collision Damage Waiver

Our *collision damage Protection* limits your financial exposure for damage caused to the vehicle whilst it is in your care. If you comply with the applicable laws and these T&Cs then we will pay for the cost of vehicle damage that exceeds the Damage Excess amount.

Collision damage Protection does not cover the loss or theft of or damage to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the vehicle by you or by any of your Passengers.

15.4.1 You are covered for...

Collision damage Protection covers you against liability for any amount greater than the Damage Excess amount where it relates to:

- the cost of damage to or repair of the vehicle or its book value if it is not repairable and must be written off; and
- our Loss of Use in the vehicle whilst it is being repaired and / or written off

when:

- you collide with a fixed or moving object; or
- the vehicle is subject to an act of vandalism while you are driving or using it; or
- any glass or lights or reflectors are damaged or broken or tyres are damaged or punctured *during a collision*

15.4.2 You are not covered for ...

You will be liable for the full cost of the damage to the vehicle if the damage is caused:

- by the wilful acts of the driver; or
- by an explosion or fire in (or to) the vehicle because you are using it to transport dangerous goods (dangerous goods being *any product or substance that, due to its nature and/ or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the vehicle, and to any Third Party within a reasonable distance of the vehicle*); or
- by the vehicle hitting a bridge, car park barrier or other overhead object; or
- by its total or partial theft or an act of vandalism whilst the vehicle is left unattended; or
- by your negligence (*which is behaviour that falls below the standards expected of a reasonably sensible person in similar circumstances*) or the negligence of your Passengers (for example a fire caused by the use or disposal of cigarettes or cigars); or
- because the keys are lost or stolen
- Loss of or damage to your own property that is being transported or kept in or on the vehicle during the Booking

15.4.3 What you must do to benefit from the cover ...

You must:

- comply with these T&Cs and all applicable law and local traffic regulation when you are driving the vehicle;
- notify us immediately with full details of the accident or incident according to the provisions of section 13.2 above.

15.4.4 What will your liability be?

- Wherever possible the Light Damage estimating system (LDES) will be used to calculate your exposure. This is explained under section 11 above (*Damage to the vehicle/Fair Wear and Tear policy*)
- Provided you have complied with these T&Cs and the applicable law and road traffic regulations then the maximum you will have to pay us is the Damage Excess amount.

15.5 **Theft Protection**

Our *theft Protection* limits your financial exposure for loss of the vehicle if it is stolen or if it is damaged because it is subject to an attempted theft or the vehicle is subject to an act of vandalism during the Booking. Provided you have complied with these T&Cs, we will pay for the costs arising from the theft, attempted theft, or act of vandalism that are greater than the Damage Excess amount.

15.5.1 You are covered for ...

Theft Protection covers you against liability for any amount greater than the Damage Excess amount where it relates to:

- the cost of damage to or repair of the vehicle (if it is recovered) or the book value of the vehicle if it is lost
- our Loss of Use in the vehicle whilst it is being repaired and / or written off;

when:

- the theft of the vehicle and any other items following an occurrence of breaking and entering (*accessories being any supplementary component that is installed in or on the vehicle that improves its specification*)
- the attempted theft of the vehicle and of any other items
- any act of vandalism to the vehicle whilst it is stationary and left unattended by you
- any glass or lights or reflectors that may be damaged or broken or tyres that are damaged or punctured *as a result of the theft*

15.5.2 You are not covered for ...

Theft Protection will not cover you in the following circumstances:

- If the vehicle is stolen or damaged because of your negligence or more specifically (but without limitation) as a result of keys being left in the vehicle whilst it is unattended or your failure to use the anti-theft system appropriately when the vehicle is left unattended, or any failure by you to return the keys to us or if you left the vehicle unlocked when you weren't using it (see section 15.5.3 below;
- Theft of or damage to personal and / or work related goods or possessions and any goods being transported in or on the vehicle.

15.5.3 What you must do to benefit from the cover ...

You must:

- comply with these T&Cs as they apply to the theft or potential theft of a vehicle
- notify the local police of any incident or event immediately or as soon as is reasonably practicable and provide us with the police report or evidence that the theft has been notified to the police.

- Notify us of the theft within 24 hours of the time you discover the vehicle is missing and return the keys to us.

15.5.4 What will your liability be?

If, during your Booking, the vehicle is stolen or is damaged in an attempted theft or due to vandalism then, provided you have complied with these T&Cs, the maximum you will have to pay us is the Damage Excess amount.

16 Our Liability

16.1.1 If we are in breach of a Contract we will not be responsible for any losses (including any loss of profits, loss of business, business interruption, or loss of business opportunity) or damages that are not foreseeable.

16.1.2 We will be responsible for:

- without limit, personal injury or death that is caused by our negligence; and
- losses or damages which are a foreseeable consequence of our breach of this Contract or our negligence up to a maximum value of your usage fees for the Booking. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen.

17 Term and Termination

17.1 Term of your Membership

17.1.1 Your Membership will commence following our approval of your application form and payment of any Membership or Subscription fees. Membership for Subscription Members will continue for a minimum period of 12 months.

17.1.2 Membership will continue until is terminated by one party in accordance with this section 17.

17.2 Termination of your Membership

17.2.1 You may terminate Membership and all associated Secondary Memberships by giving us one day's notice by phoning [+44 \(0\)203 559 6071](tel:+442035596071) and confirming by email to us at hourlyhire.europcar@ecarclub.co.uk. Any Subscription fees detailed in the Tariff Guide under Appendix 1 will remain due and payable for the minimum term (see section 17.1.1 above).

17.2.2 We may terminate your Membership

- immediately and without notice if you (as Primary Member) or any Secondary or Business Member:
 - o fails to pay any sum due;
 - o becomes insolvent, files or has filed against it any document under any bankruptcy or insolvency law or similar law, or proposes any dissolution, liquidation or financial reorganization with creditors.
 - o fails to comply with the terms of these T&Cs including any and all Appendices; or

- is involved in an accident which, in our reasonable opinion, renders the Member ineligible or inappropriate for continued Membership.

The Subscription fees detailed in the Tariff Guide under Appendix 1 will remain due and payable for the minimum term.

17.2.3 Consequences of Membership Termination

Upon termination you and any Secondary or Business Member's rights to use our services shall immediately cease and you agree:

- to return all of our property that is in your possession including, without limitation, all vehicles and Membership Cards; and
- to take full responsibility for paying any legal fees, court costs or expenses associated with enforcing the terms of Membership or any Contract whether upon termination or otherwise.

17.3 **Termination of a Contract**

17.3.1 If you are a consumer we may end a Contract immediately if we discover that any of your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you or steps have been taken to make you bankrupt or for you to enter into an individual voluntary arrangement.

17.3.2 If you are a Business Account Holder we may end a Contract immediately if you go into any form of insolvency or you call a meeting of creditors or we discover that any of your goods have been taken away from you to pay off your debts or receive adverse information or fraudulent financial information.

17.3.3 Consequences of Terminating a Contract

If you are ending a Contract for one of the reasons set out below the Contract will end immediately and we will refund your usage fees in full for any vehicle which has not been provided or has not been provided properly. The reasons are:

- we have told you about an error or a change in the fees or description of the vehicle you have Booked and you do not wish to proceed;
- we have suspended a Booking for technical reasons, or notified you we are going to suspend the Booking for technical reasons, in each case for a period of more than 14 days without providing a suitable alternative vehicle to replace the (suspended) vehicle for the remainder of the Booking; or
- you have a legal right to end the Contract because of something we have done wrong

17.3.4 If a Contract ends it will not affect our rights under the Contract including the right to receive and/or claim any amounts which you owe to us under the Contract.

17.3.5 If you end a Contract after you have collected the vehicle you must return the vehicle to us. If you are ending a Contract because we have told you of an error or change in pricing or description or because you are exercising your legal rights to end the Contract because of something we have done wrong then we will pay the costs of return.

18 **General Matters**

18.1 **Applicable Law & Jurisdiction**

In case of any dispute regarding your Booking, the applicable law will be English law and subject to the jurisdiction of the English courts.

18.2 Customer Services

18.2.1 You can contact the Customer Relations team:

- by phone on [0203 559 6071](tel:02035596071) (which will be charged at the standard landline rate (or similar) but other networks will vary depending on your service provider); or
- by email to hourlyhire.europcar@ecarclub.co.uk; or
- if you prefer, you can write to us in the UK at Europcar Hourly Hire, 29 Shand Street, London SE1 2ES.

18.2.2 Whether you call us or write to us we'll aim to respond to your query or complaint within 5 working days of receiving your communication. If we can't respond in these timescales, we'll tell you why and let you know when we aim to reply to you.

18.2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us at the time of your Booking.

18.2.4 If, after you have consulted with our Customer Relations team, you have a further dispute in regard to your query then you have the right to appeal to our trade association ("BVRLA") details of which can be found under section 18.4.2 below.

18.2.5 We are under a legal duty to provide vehicles that are in conformity with the Contract. Nothing in these T&Cs will affect your legal rights or remedies. For detailed information please visit the Citizens Advice website (www.adviceguide.org.uk).

18.3 Notifications

All notifications that need to be served on either you or us in regard to your Booking will be sent to the address indicated in the Booking unless either of us notifies the other party to the contrary.

18.4 Code of Conduct applicable to the vehicle rental industry?

18.4.1 Leaseurope has published a code of conduct for the car rental industry. You may obtain a copy at the following address: www.leaseurope.org.

18.4.2 In the event we are unable to resolve any complaint you may have then you have the right of appeal to the British Vehicle Rental and Leasing Association ('BVRLA') which is approved by the UK Government for resolution of consumer disputes relating to Bookings that take place in the UK. Further details about BVRLA can be obtained at the following address: <http://www.bvrla.co.uk/>

Membership fees		
Membership plan	What does it do?	Rate
Pay as you go Membership	This is our standard one-off Membership fee. Payable by all new Primary Members irrespective of the Membership plan. Allows Members to drive all vehicles	£50
Household Membership	This applies to people who have a full driving licence and are living in the same household as a Primary Member. They can be signed up as Secondary Members	£15 per Secondary Member
Subscription Membership	This is our Community Membership fee that is paid monthly for a minimum term of 12 months.	£15 per month per Subscription Member

Appendix 1: Tariff Guide

Additional Charges & Fees		
Service	What does it do?	Cost
Damage Admin Fee	Applies if we have to charge you for damage caused to the vehicle whilst you are in possession of it. This charge pays for the back-office resource required to process associated paperwork	£25 plus the cost of the damage
Damage Excess Fee	If you are involved in an accident or similar incident, you will be charged for damage to the vehicle up to the value of Damage Excess Fee If you are over 21 years of age. If you are aged under 20 years of age.	£500 £750
General accessories	The cost to replace accessories such as locking wheel nuts, parcel shelves, boot covers etc varies according to the manufacturer of the vehicle and the model. Please ask us for more details.	A £25 Admin Fee of will be added to the cost of the accessory(ies).
Keys	The cost to replace lost or damaged keys can be up to £500 depending on the make and model of the Vehicle	A £35 Admin Fee of will be added to the cost of the key
Mileage Charges	Usage fees for each vehicle type include mileage charge These mileage charges will apply for each mile that the Auris model vehicle (whichever applies to your Booking) travels.	ZOE £0.00 From Stirling, Inverness (& other downtown) and from Airports Auris £0.125 from Stirling £0.20 from Inverness (& other downtown) £0.20 (from Airports)

Appendix 1: Tariff Guide

Additional charges & fees		
Service	What does it do?	Cost
Late Return Fee	Members will be charged a late return fee if their use of the vehicle runs over their Booked period and they have not extended their current Booking.	£25 late fee <i>plus</i> the standard usage fee for each hour or part hour of additional time used
Cancelled or Modified Bookings	If a Booking is cancelled or modified:	
	- more than 24 hours before its scheduled start time	Usage charges for the Booked period will be refunded
	- less than 24 hours before its scheduled start time	Full usage fee for Booked period will be charged.
	- If a Booking has begun and you return the vehicle earlier than the scheduled Booked period.	Full usage fee for Booked period will be charged
Admin Fee	This applies if we have to provide your details to any third parties (for example if we receive external fines and penalty charges from incidents arising during your Booking) or if we pay a penalty charge or fine on your behalf	Penalty charge plus £25 Admin Fee
Emergency Line Misuse Charge	Any member to call the out of hours' emergency line that does not have an emergency will be charged a fee per call.	£15
Special Cleaning / Valet Charge	Any Member found to have smoked in the vehicle or failed to report evidence of smoking or to have left the vehicle in an excessively unclean condition (internally or externally) or failed to report it at the beginning of their Booking will be charged for the vehicle to be valeted.	£50
Non-Payment Additional Charge	The Member may be charged an additional non-payment fee should they default on any Subscription, Usage, Penalty or additional fee.	£40
Lost Membership Card	Members will be charged a fee for the loss of their Membership Card	£15 Card charge plus £25 Admin Fee
Failure to refuel Charge	Members will be charged a fee for failing to ensure the vehicle has at least ¼ tank of fuel	£25

Appendix 2: Fair Wear & Tear Standards

In order for us to ensure we offer a high level of vehicle standards to all our Members the following Fair Wear and Tear standards are designed to ensure you are aware of what is an acceptable standard. Any defects you find outside of these Fair & Wear Standards will be defined as damage.

Before taking possession of any vehicle you must assess both the outside and inside of the vehicle as well as the charging cable and charging point. Any previously unreported damage you find during this initial assessment must be reported to the customer relations team immediately by calling us on +44 (0) 203 559 6071 and, as soon as you possibly can, emailing photos and a description of the damage or defect to hourlyhire.europcar@ecarclub.co.uk.

If you do not notify us of any damage or defect at the start of your Booking then we will hold you responsible for any problem with the vehicle which is discovered or reported during your Booking or after it expires.

Body and Paintwork:

A small area of stone chipping (up to 5mm) and light surface scratching (up to 75mm) typical of everyday use is acceptable. However, you should ensure that the following defects do not exist:

- Scratches that penetrate the paint surface or are over 75 mm in length Paintwork / Bodywork damage to exterior panels
- A dent that has broken the paintwork, is on the swage line or is over 25mm in diameter (size of a 10p coin)
- Exterior trim items such as moulding strips, mirror casings and bumpers that are loose, cracked or have heavy abrasions

Glass and Light Units:

Small glass chips (under 5mm) are acceptable on windscreens and headlamps; however, you should check windows and light lenses for cracks, scratches or large chips.

Interior Luggage Area:

Wear and soiling through normal use is acceptable. However, the following defects should not be present on the vehicle:

- Trim and upholstery tears, any burn marks, staining or permanent damage such as cracks and gouges
- Scratches in door shut areas that have penetrated the paint surface
- Damaged controls or instruments

Mechanical Items:

- All vehicles are regularly checked and maintained; however, any mechanical faults should be reported immediately to avoid further unnecessary damage.
- Tyres should have no obvious damage caused through kerbing or abuse. Cuts and gouged rubber to tyre side walls is not acceptable.
- Wheel rim and wheel trim scuffing over 40mm (total area), main wheel body scuffing or wheel distortion is also not acceptable.

Vehicle Equipment:

All standard equipment must be present with the vehicle. Examples of items to check for: in car entertainment system, aerial, headrests, trim items etc



Hourly Hire

UK DAMAGE PRICE GUIDE

Cost Range for damaged or missing components

Damage administration fee amount £50

<p>1. Vehicle documents & accessories</p> <ul style="list-style-type: none"> <input type="checkbox"/> Car documents £50 <input type="checkbox"/> Vehicle handbook £50 up to £70 <input type="checkbox"/> Reflector vest £10 up to £20 <input type="checkbox"/> Electronic toll device £100 up to £500 	<p>4. Exterior verification</p> <p style="text-align: center;">Cost Range</p> <ul style="list-style-type: none"> <input type="checkbox"/> Locks £350 up to £900 <input type="checkbox"/> Canvas top £2000 up to £5000 <input type="checkbox"/> Aerial £10 up to £150 <input type="checkbox"/> Door mirror £60 up to £450 <input type="checkbox"/> Side Indicators £50 up to £150 <input type="checkbox"/> Moulding £55 up to £145 <input type="checkbox"/> Hub covers £15 up to £35 <input type="checkbox"/> Rim £60 up to £410 <input type="checkbox"/> Tread tires/exchanged £55 up to £350 <input type="checkbox"/> Headlights £85 up to £1150 <input type="checkbox"/> Windscreen £325 up to £785 <input type="checkbox"/> Wiper blades £10 up to £25 <input type="checkbox"/> Wiper arm £15 up to £35 <input type="checkbox"/> Bumper skirt £100 up to £850 <input type="checkbox"/> Badge £15 up to £120 	<p>2. Interior verification</p> <p style="text-align: center;">Cost Range</p> <ul style="list-style-type: none"> <input type="checkbox"/> Interior cleaning £60 up to £120 <input type="checkbox"/> Head restraints £60 up to £360 <input type="checkbox"/> Seats/Covers/door lining £280 up to £480 <input type="checkbox"/> Door covers £60 up to £180 <input type="checkbox"/> Interior roof over £250 up to £600 <input type="checkbox"/> Mats £150 up to £250 <input type="checkbox"/> Cigar lighter £50 up to £150 <input type="checkbox"/> Ashtray £45 up to £90 <input type="checkbox"/> Dashboard £450 up to £1250 <input type="checkbox"/> Radio/CD player £450 up to £2500 <input type="checkbox"/> Rear view mirror £120 up to £280
<p>3. Boot verification</p> <p style="text-align: center;">Cost Range</p> <ul style="list-style-type: none"> <input type="checkbox"/> Luggage cover £145 up to £210 <input type="checkbox"/> Warning triangle £10 up to £20 <input type="checkbox"/> Wheelbase- wheel align £65 up to £250 <input type="checkbox"/> Key rim £10 up to £15 <input type="checkbox"/> Jack £20 up to £50 <input type="checkbox"/> Spare wheel £115 up to £760 <input type="checkbox"/> Sound speakers/ Sub woofer £35 up to £55 <input type="checkbox"/> Patch spray/ Compressor mats £50 up to £80 	<p>5. Exterior damages</p> <p style="text-align: center;">Cost Range</p> <p style="text-align: center;"><u>< 2 cm</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Dent no paint £50 up to £70 <input type="checkbox"/> Dent + paint £500 up to £700 <input type="checkbox"/> Scratch £400 up to £550 <p style="text-align: center;"><u>> 2 cm</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Dent no paint £60 up to £90 <input type="checkbox"/> Dent + paint £600 up to £800 <input type="checkbox"/> Scratch £500 up to £650 	

These costs are a guide only. The actual cost of the damage (which will be within the cost range) will be influenced by the make and model of the vehicle you are renting.

27/10/16