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TERMS AND CONDITIONS OF HIRE

Thank you for renting with Europcar!

Europcar Østergaard Biler A/S (hereinafter referred as Europcar) is a Danish company with its registered office at Jens Baggesens Vej 90N, 8200 Århus N. It is registered at the registry court of Århus under the CVR number 19986292.

In accordance with the present general Terms and Conditions of Hire (T&Cs), Europcar will have the following obligations if a rental agreement is concluded:

- rent a Vehicle (car, utility Vehicle or motorcycle) to you (as defined in section 1 below) for the period of time (not exceeding 30 days) that is specified in the Rental Agreement (the "**Hire Period**") plus any accessories that you wish to rent which will also be indicated in the Rental Agreement.
- provide certain mobility services included in your rental and offer you other services which are available at an extra cost.

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

- the Rental Agreement, including if applicable its specific conditions (the document signed by you at the moment of the check-out or the first day of rental)
- the booking confirmation email (where you have pre-booked your rental online)
- the Europcar Insurance and Protection Provisions ("**Insurance and Protection T&Cs**");
- the Recommended Tariffs Guide;
- specific Terms and conditions
- the present General T&C of Hire which apply to all aforementioned documents.

In case of a contradiction between the documents above listed, the terms of the first document will prevail over the subsequent documents.

SUMMARY OF YOUR TERMS AND CONDITIONS *

** General Information, in accordance with the Order dated 17 March 2015 regarding precontractual information for consumers and publication of prices of vehicle rental services*

- **Conditions relating to length of time driving licence held:**

The minimum period for holding a Danish driving licence is one year. This length may vary according to the category of Vehicle rented. All the details are set out in the table in article 2 *"Who can rent and who can drive?"* of the T&Cs.

- **Information regarding rental prices and possible surcharges applicable in stations and airports:**

Our tariffs are set mainly according to the length of your rental, and the category of Vehicle rented. Surcharges may also be applied if you collect your Vehicle from an airport. You will find all the information to enable you to understand the pricing structure applied in the Europcar Recommended Tariffs Guide attached to your confirmation email (if a rental reservation is made online) and available from Europcar station and/or on the Europcar website.

- **How fuel is billed:**

All vehicles are supplied with a full tank of fuel. Please note that Europcar may require you to provide a proof of fuel purchase (receipt).

If you have not returned the vehicle with a full tank of fuel, you will be charged with the cost of the missing fuel including a refuelling charge. Please refer to the Recommended Tariff List attached to your confirmation email and available from Europcar stations and/or on the Europcar website. For more details, please see article 18 *"What is the fuel policy?"*.

- **Deposit:**

The deposit is intended to cover additional hire costs.

If you have paid for your hire in advance, the amount of the deposit is DKK 2.500 (or the equivalent in local currency).

If you have not already paid for your rental when you made the reservation, the rental cost will also be blocked to your credit card. In this case, the amount blocked to your credit card will be the rental cost plus DKK 2.500 (or the equivalent in local currency). The deposit shall be released at the end of your Hire Agreement if no other costs are payable. For more information regarding the deposit, please see Article 19 *"Must I pay a deposit before picking up the Vehicle?"*

- **Other conditions and tariffs which may apply:**

Late cancellation: If you cancel your rental without providing 48 hours' notice (48 hours prior to the start date and hour mentioned in your reservation confirmation email), the amount paid in advance shall be refunded after the deduction of a penalty of DKK 375 for late cancellation.

No show: If you have not cancelled your reservation and you fail to show at the station to collect your Vehicle (on the start date and hour mentioned in your reservation confirmation email), the amount paid in advance shall be refunded after the deduction of a penalty of DKK 750 for "no show".

Late return: If you return the Vehicle beyond the return date/ hour initially scheduled in your rental agreement, we shall invoice you for these additional days at the current rental rate plus a fixed charge of DKK 375 (inclusive of VAT) during which the Vehicle has been kept beyond the Hire Period. A grace period of 29 minutes after the return date and hour specified on your rental agreement will be applied for late returns.

Information regarding rates: For more details regarding our pricing please see article 8 *"What is included in the price you pay?"* and Article 9 *"What are the other fees/charges that I may have to pay?"*

- **Insurances included in your rental:**

Your rental includes:

- **Third Party Liability Insurance**

Third Party Insurance means insurance that provides the driver of a Vehicle with 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 arising whilst you are using the Vehicle. Third Party Cover is a mandatory legal requirement and it is therefore an integral part of our rental service. The cost of it is included in the rental charge.

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

- **Collision Damage Protection (CDW – Collision / Damage Waiver) :**

Our collision damage protection product limits your financial exposure for damage caused to the Vehicle whilst it is in your care. If you purchase our standard collision damage protection product and comply with the applicable laws and the Local Rental terms and conditions then we will pay for the cost of damage to the Vehicle that exceeds the Excess amount. The Excess amount is determined by the category of the car and the type of protection product you have purchased.

You can reduce or eliminate the Excess amount by purchasing our premium/or medium collision damage protection products instead of the standard collision damage protection offering.

The Collision Damage Protection will not protect you in the following circumstances:

- You will be financially liable for - loss or theft or damage to objects or property (including Baggage or merchandise) that is deposited, retained or transported in or on the Vehicle by you or a Passenger.
- You will be financially liable for the full cost of the damage to the Vehicle if the damage is caused:
 - o by the willful acts of the driver; or
 - o 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
 - o by its total or partial theft or an act of vandalism whilst the Vehicle is left parked unattended.
 - o by your negligence (which is behavior that falls below the standards expected of a reasonably sensible person in similar circumstances) or the negligence of your Passengers (for example but not limited to a fire caused by the use or disposal of cigarettes or cigars);
 - o 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 rental period

- **Theft Protection (THW – Theft Waiver)**

Our theft protection products 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 whilst the Vehicle is left parked unattended during your rental. If you have purchased this product then, provided you have complied with the Local Rental terms and conditions, we will pay for the costs arising from the theft, attempted theft, or act of vandalism that are greater than the Excess amount. The Excess amount is determined by the category of the car and the type of protection product you have purchased. You can reduce or eliminate the Excess amount by purchasing our premium or/medium theft protection products instead of the theft protection offering.

The Theft Protection will not protect 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 having been delivered to an unauthorized person; Your failure to use the anti-theft system appropriately, any failure by you to return the keys to us or if you left the Vehicle unlocked when you weren't using it;
- Theft of or damage to personal and / or work related goods or possessions and any goods being transported in or on the Vehicle.

- **Complementary protection products offered by Europcar:**

- **Assistance plus protection**

For the duration of the rental, you have the benefit at no extra cost of a 24/7 breakdown and assistance service regarding the use of the vehicle.

Breakdowns caused by you or as a result of using the wrong fuel or for fuel failures, breakage or loss of the Vehicle's keys, as well as punctures and/or damage to tires, battery failure are excluded from the scope of the free service and will be subject to a flat charge.

Our Assistance Plus protection product limits your financial exposure for these flat charges in such circumstances. If you purchase our Assistance Plus protection product and comply with the applicable laws and the Local Rental terms and conditions then we will pay for the cost of damage to the Vehicle that exceeds the Excess amount. You can at a daily cost exclude such flat charges by purchasing our protection product.

Europcar offers you complementary protection products, which limit the amount of Your Excess.

- **Glass, lights and tire protection (WWI – Wheels and Windscreen Insurance)**

Our Glass, lights and tire protection product will apply to any damage that occurs to glass (excluding sunroofs or panoramic roofs), lights or tires in circumstances of normal use of the Vehicle during Your rental.

If, and only if, such damage occurs as a result of a collision then the cost to repair or replace glass (including sunroofs or panoramic roofs), lights or tires will be covered by the collision damage protection

You are not protected under this product:

- against the financial liability for damage to the Vehicle if it arises because of willful acts or negligence that you commit whilst using the Vehicle and which causes damage: or
- for any damage to sunroofs or panoramic roofs; or
- for the theft, fire or vandalism
- for the administration costs we may incur in handling any damage file.

- **Super Collision Damage Protection (SCDW – Super Collision / Damage Waiver) :**

Our Super collision damage protection product reduces to zero your financial exposure for damage caused to the Vehicle whilst it is in your care. If you purchase our Super collision damage protection product and comply with the applicable laws and the Local Rental terms and conditions, you will be exempt from the cost of damage to the Vehicle.

The Super Collision Damage Protection will not protect you in the following circumstances:

- You will be financially liable for the full cost of the damage to the Vehicle if the damage is caused:

- o by the willful acts of the driver; or
- o 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
- o by its total or partial theft or an act of vandalism whilst the Vehicle is left parked unattended.
- o by your negligence (which is behavior that falls below the standards expected of a reasonably sensible person in similar circumstances) or the negligence of your Passengers (for example but not limited to a fire caused by the use or disposal of cigarettes or cigars);
- o because the keys are lost or stolen

- **Super Theft Protection (THW – Theft Waiver)**

Our Super theft protection product reduce to zero 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 whilst the Vehicle is left parked unattended during your rental. If you have purchased this product then, provided you have complied with the Local Rental terms and conditions, you will be exempt from the cost of damage to the Vehicle.

The Super Theft Protection will not protect 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 having been delivered to an unauthorized person; Your failure to use the anti-theft system appropriately, any failure by You to return the keys to us or if you left the Vehicle unlocked when you weren't using it;
- Theft of or damage to personal and / or work related goods or possessions and any goods being transported in or on the Vehicle.

- **Personal Accident protection (PAI)**

Personal Accident protection provides cover for a lump sum indemnity if you are disabled or you die as a result of a collision (or an accident).

This Personal Accident protection does not cover:

- any of the costs set out above if the expense was not incurred as a direct result of the collision or incident occurring whilst you were in control of the Vehicle or if you intentionally caused or brought about the accident or collision; or
- any costs relating to treatment you were receiving or medical conditions you were suffering from before the accident or incident occurred; or

- any damage to or loss of your personal property or possessions; or
- any damage caused to the Vehicle

- **Price calculation of protection products**

The price calculation of the protection products varies according to the category of the Vehicle, the duration of the rental and selected Europcar protection options (Basic, Medium, Premium). For more details on Europcar protection options, please consult the following page: <https://www.europcar.dk/packs-protection-details>

- **Other Additional services:**

Europcar offers you the various additional services that are not included in the price of your rental:

List of additional services / products
Baby seat
Additional driver
Young Driver (< 26 years)
One way (the right to collect and return the Vehicle in two different agencies)
Additional rental days
Insurances / other protections
Pick up and return out of hours
SAT NAV
Refuelling service
Winter Equipment
Other equipment kit (straps; blanket, etc.)
Vehicle specific cleaning service
Lost/Theft of Keys
lost keys / Wrong fuel
Tire puncture
Delivery / Recovery Vehicle

You will find all the information enabling you to understand the pricing applied for its additional services in the Europcar Recommended Tariffs Guide attached to your confirmation email (if a rental reservation is made online) and available from Europcar station and/or on the Europcar website.

- **Obligations in terms of maintenance, repair, assistance in case of incident or accident**

Vehicle maintenance - During your rental, you must take all necessary protective measures to keep the Vehicle in the same condition as that in which you have taken possession.

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

You will find all the information enabling you to understand the pricing in the Europcar Recommended Tariffs Guide attached to your confirmation email (if a rental reservation is made online) and available from Europcar station and/or on the Europcar website.

Assistance :

For the duration of the Hire Period as agreed with Europcar, you have the benefit at no extra cost of around the clock breakdown service linked to the use of the Vehicle.

The Assistance service includes, among other benefits:

- **Assistance to persons in case of Damage / (physical) injuries resulting from a car accident**
- **Technical assistance for the rental Vehicle**

For more details on what is included and excluded by the assistance offered by Europcar, please refer to Appendix 1 "General Conditions of Assistance" at the end of these General Conditions of Rental.

Accident - In case of accident, as soon as you will have been aware or you will have the capability and within five (5) business days at the latest, you shall (i) report the accident to the Europcar pick-up station (or the assistance service) and, if necessary, the local police authorities and (ii) file an amicable declaration of motor vehicle accident.

1) TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?

The T&Cs will apply to you, the person who is paying for the rental and any associated costs (and you may also be a driver), as well as any (other) driver who is expressly indicated in the Rental Agreement and therefore being authorised to drive the Vehicle.

The renter named in the rental agreement is liable for payment of sums due under the contract.

2) WHO MAY RENT AND WHO MAY DRIVE?

a) Who may rent?

Any legal entity and physical person:

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

Payment methods accepted by Europcar		
	Payment methods accepted in Denmark	Payment methods not accepted
Accepted payment methods	<ul style="list-style-type: none"> - Cash (according to the category of Vehicle rented). In accordance to the Money Laundering act, Europcar cannot accept cash as a valid method of payment exceeded DKK 10.000.00. - Debit cards bearing the word "DEBIT" - the balance of your account shall be debited after each transaction (immediately debited) – This card is only accepted at the time of making your reservation. At the pick up of the Vehicle you will be asked for the credit card on which Europcar can make a deposit. - Credit cards bearing the word "CREDIT" - You will be debited for the amount in full or in part on the previously agreed date of a given calendar month, with or without interest (deferred debit) - Purchasing card (Airplus, Amex) - Charge cards - cards issued by Europcar for business customers (B2B), with whom Europcar has concluded the service agreement - Hire vouchers 	<ul style="list-style-type: none"> - Maestro/ Electron/ Ecard - Payment cards bearing the words "DEBIT CARD" issued by a non-acceptable network (e.g. local network) - Payment cards bearing the words "CREDIT CARD" – cards linked to a renewable loan - Payment cards bearing the words "PREPAYEE/PREPAID" – bank cards which allow to store cash as defined by Article 2(2) of Directive 2009/110/EC (e.g. gift cards)

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

Documents required by Europcar
Identity Card or Passport
Driving licence in Latin characters valid in Denmark (European or international driving licence, together with a national permit if a non-EU licence) or a sworn translation thereof.
Proof of actual place of residence (no PO boxes). <i>(The proof of address is mainly requested for security measures - in case of theft of the Vehicle, bank refusal, traffic ticket, delay to return the Vehicle etc.).</i>

Europcar has full discretion with regard to the decision to conclude a car rental contract with a customer or not. If the currency rental lasts longer than 6 months, Europcar reserves the right to terminate the rental without no further notice unless you can document your status as a resident abroad.

b) Who may drive? (the "Driver")

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

- is expressly mentioned and fully identified in the Rental Agreement (this may also be the natural person who pays for the Rental Agreement);
- provides a valid driving licence and an identification document (national identity card or passport);
- holds a valid driving licence for the category of Vehicle and the applicable law in the country of rental and/or the age of the driver;

Category of Vehicle	Minimum length for which the driving licence must have been held in Denmark (as from the date obtained)
Mini	1 year
Economy	1 year
Compact	1 year
Standard	1 year
Fullsize	1 year
Minibus	1 year
Vans and trucks	1 year

c) Who may not drive the Vehicle?

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

In addition, any person who cannot provide valid identification documents as indicated in the sections 2 a) and 2 b).

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

In such circumstances the unauthorized driver will not be covered by any insurance or protection products offered through Europcar.

3) WHERE MAY I DRIVE THE VEHICLE (CONTRACTUAL TERRITORY)?

You may drive the Vehicle in the following countries (only allowed outside Danish territory if Cross Border Fee is accepted/included).

Austria, Andorra, Belgium, Denmark, Finland, France (apart from islands), Germany, Italy (apart from islands), Luxembourg, Monaco, Norway, Netherlands, Portugal (apart from islands), Spain (apart from islands), Sweden and Switzerland.

Please notice that driving in passenger vans, vans and trucks in Finland, Portugal, north of Oslo (Norway), north of Stockholm (Sweden), south of Rome (Italy) and south of Madrid (Spain) is not allowed without prior written agreement from Europcar. For more details regarding driving in Countries not included in the Danish Territory, please see the second paragraph of article 5 *"What are my obligations toward the Vehicle?"*

Should you have questions, please contact our Customer Relation Service (which details are mentioned under section 23-b below).

Please be aware that you must comply with the traffic road regulations (such as winter equipment in the winter season) and toll payment obligations of the Country where you drive the Vehicle. You are liable for all charges due and violations committed during the term of your rental.

4) WHAT TYPE OF VEHICLE MAY BE RENTED AND FOR WHAT PURPOSE?

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

- the passenger cars and passenger vans are intended for the carriage of varying numbers of people (depending on the approval resulting on the vehicle registration certificate) and,
- the vans and trucks may be used for the carriage of goods up to the weight limit resulting from the vehicle registration certificate.

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

5) WHAT ARE MY OBLIGATIONS WITH REGARD TO THE VEHICLE?

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

- You and/or any Driver must return the Vehicle and its keys, accessories and documentation to Europcar at the return station mentioned in the Rental Agreement on the expiry time and date specified on the Rental Agreement (Europcar allows a 29 minutes tolerance period at the end of the rental) and in the condition that Europcar provided it to you at the start of the Hire Period. If you do not return the Vehicle as stipulated here above, Europcar will take all necessary measures outlined in these T&Cs and in particular Article 11 (*What is the Vehicle return policy?*).

- You and/or the Driver must never drive the Vehicle outside the Territory. Should you and/or the Driver wish to drive the Vehicle outside the Territory, you and/or the Driver must obtain Europcar's prior written consent in response to a request sent by you. Should you wish to drive the Vehicle outside Danish territory, you must notify the Europcar agent accordingly and ensure together, during the check-out, that the Vehicle has the proper equipment in accordance with local traffic rules of the country in which you and / or the Driver will drive or that you will cross.
- You and/or the Driver must reasonably drive the Vehicle in accordance with all applicable road traffic laws and regulations and you should ensure you and/or any Drivers are familiar with all relevant local driving regulations.
- You and/or any Driver must ensure that any luggage or goods transported in the Vehicle are secured to the extent will not cause damage to the Vehicle or cause risk to any passengers.
- You and / or any Driver must guard the Vehicle with the utmost care and, in all circumstances, you shall make sure it is closed and protected by its anti-theft devices when parked or left unattended.
- You and/or any Driver must never drive the Vehicle whilst under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is liable to impair either yours and/or any Driver's driving ability.
- You and/or any Driver you must refill the Vehicle with the appropriate type of fuel. If unsuitable fuel should be added, unless you demonstrate that the mistake is attributable to a third-party; You will be responsible for any expenses incurred by the transfer of the Vehicle and/or repair of the Damage caused to it calculated according to the rules described in the section below (*Damage to the Vehicle*).
- You and/or any Driver may not use the Vehicle nor allow the Vehicle to be used:
 - for rehire, mortgage, pawn, sell or in any way pledge not only the Vehicle or any part of the same but, the Rental Agreement, the keys, the documentations, the equipment, the tools and/or any of its accessories;
 - for carrying passengers for hire or reward (for instance for car sharing purpose or chauffeur-driven passenger vehicle), without Europcar's prior written authorization. In the event of a breach of this obligation, Europcar reserves the right to charge you for fines in the sum of DKK 375 per day of hire as well as placing your name on a watch list, which will prevent you from hiring a Europcar Vehicle in the future;
 - to carry a number of persons in excess of that mentioned on the Vehicle's registration certificate;
 - for carrying inflammable and/or dangerous merchandise, toxic, harmful and/or radioactive products or those that infringe current legal provisions (provided that such exclusion does not prohibit you from satisfying the needs of everyday life which do not infringe the applicable laws and whose transportation would correspond to a normal use of the rented Vehicle);
 - for the transport of merchandise with a weight, quantity and/or volume in excess of what is authorised in the Vehicle's Traffic Circulation Permit and/or Technical Inspection Sheet;
 - for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not;
 - for transporting live animals (with the exception of pets and/or domestic animals, subject to Europcar express written authorisation);
 - to give driving lessons or for accompanied-driving purposes;
 - to push or tow another vehicle or trailer (except where the Vehicle you are renting is already fitted with a tow-hook when the maximum load complies with the applicable law);
 - on gravel roads or roads which the surface, size or state of repair poses risks to the Vehicle, as beach, impassable roads, forest roads, mountains, etc. or any roads that are not authorized and paved roads, except special dispensation given in writing by Europcar;
 - to commit an intentional offence;
 - to be transported on board any type of boat, ship, train, truck or plane, without Europcar's prior written consent.

Please note that Europcar remains liable for damage sustained when the Vehicle boards or disembarks from any type of boat, ship, train, truck or plain when you remain inside the Vehicle.

However, damage sustained during transportation of the Vehicle when stationary remains the liability of the customer, who must pursue the carrier accordingly;

- Inside the no-traffic lanes of the ports, airports, and/or aerodromes and/or analogous or similar of a character not accessible to public traffic, or in refinery and oil company premises or installations without Europcar express written authorisation. If Europcar grants our consents to you in accordance with the above, Europcar will inform you of the third party insurance cover that may be applicable in this case and which will vary depending on the circumstances.
- During the rental, you must take all necessary protective measures to keep the Vehicle in the same condition as that in which you have taken possession. In particular, you and/or the Driver are required to perform customary inspections as to the Vehicle condition such as oil and water level, or checking tire pressure.

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

Likewise, in case of infringement to the abovementioned obligations, Europcar reserves the right to demand immediate return of the Vehicle.

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

The basic rental charge includes the following mobility services:

Mobility services
Technical assistance to the Vehicle
Automobile Third party liability
Collision Damage Waiver ('CDW')
Theft Waiver ('TW')
Included mileage selected during the booking

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

Europcar proposes you several additional services as follows:

List of additional services / products
Baby seat
Additional driver
Young Driver (< 26 years)
One way (the right to collect and return the Vehicle in two different agencies)
Additional rental days
Insurances / other protections

Pick up and return out of hours
SAT NAV
Refuelling service
Winter Equipment
Other equipment kit (straps; blanket, etc.)
Vehicle specific cleaning service
Lost/Theft of Keys
Wrong fuel
Tire puncture
Delivery / Recovery Vehicle

8) WHAT IS INCLUDED IN THE PRICE YOU PAY?

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

The price you will pay comprises the following costs:

- The daily rental charge for the Vehicle for the agreed number of days (including the mobility services described in article 6 "*What are the mobility services if I rent a Vehicle only*" of the Terms and Conditions of Hire);
- Any charges applicable to additional mileage;
- Any other mobility service which you choose to add;
- VAT (at the current rate at the time of billing);
- Any additional fee linked to you personally (e.g. if you are a young driver, etc.);

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

9) WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY?

- **The Deposit.** In addition to the rental price (that you have prepaid during the booking or that you will pay at the pick-up time or at the check-in) Europcar is requiring you to leave Europcar with some security for any additional charges that may arise during your use of the Vehicle over the Hire Period. This security is in the form of a financial deposit which takes the form of a bank pre-authorization. If you have booked your Vehicle by remote means of communication (website, mobile application or phone), the deposit amount is recalled in the confirmation email that you will have received following your booking. In any case, the deposit amount will be reminded at the Europcar station. Should you need any additional information regarding the deposit, please refer to the paragraph below (article 19 "*Must I pay a deposit before picking up the Vehicle?*").

- The deposit amount is determined by various criteria (such as the category of Vehicle you are renting from Europcar, the Hire Period and any other mobility services that you may order for at pick-up time). Other characteristics of your booking may also have an effect on the deposit amount. Should you need any additional information regarding the deposit, please refer to the paragraph below (article 19 “*Must I pay a deposit before picking up the Vehicle?*”).
- Europcar may also charge you for various charges and fees that Europcar will have to apply relating to incidents that may have occurred during the Hire Period and/or how you used the Vehicle. The prices (inclusive of VAT) of these charges and fees are listed in the Recommended Tariffs Guide attached to your confirmation email (if a rental reservation is made online) and available from Europcar station and/or on the Europcar website.

Such charges and fees include without limitation:

- Administration fees for handling fines or tolls. Please note that such administration fees are payable in addition to the fine or toll to which it relates, and You are fully liable to pay such fines or tolls
- Cleaning fees for a Vehicle returned in an unacceptable dirty state
- Charges for lost or stolen keys
- “**Damage**” to the Vehicle (any physical damage to the Vehicle or vandalism apart from glass breakage or puncture) and / or “**Theft of the Vehicle**” (theft of the Vehicle itself or of accessories and / or attempted theft of the Vehicle or any accessories). Your liability for this can be limited according to the type of protection you have elected to take out (please refer to the Europcar Insurance and Protection Provisions attached to your confirmation email or available from Europcar stations and/or on the Europcar website)
- Damage management fees;
- Vehicle immobilisation costs in the event of Damage;
- All and any fuel used during the Hire Period and a potential refuelling service charge;
- Additional mileage over and above the mileage that is included in the rental charge (if any) [not applicable for unlimited mileage rental].
- The following additional specific fees and charges (i) extra charges linked to the rental made in stations located in airport; (ii) the cost to return the Vehicle to a Europcar stations other than the one from which you picked it up; (iii) the extension of your rental)

10) WHAT SHOULD I PAY ATTENTION TO WHEN PICKING UP THE VEHICLE?

If you notice any apparent defect or damage that is not described on the vehicles inspection form, then you should ensure a note is made on the document and that both you and the Europcar agent sign with regard to the change. This also applies for any apparent defects or damage to the booked accessories.

11) WHAT PROCEDURES APPLY WHEN RETURNING THE VEHICLE?

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

You should return the Vehicle to the Europcar station, at the latest, on the date and at the time shown on the Rental Agreement. You may return the Vehicle to another Europcar station for the cost indicated in the quotation sent to you. Any unauthorised return of the Vehicle to another Europcar agency (“One way”) may lead to your being billed for additional fees. For more information as to the amounts billed, please see the [Recommended Tariffs Guide](#) attached to your confirmation email if you have made a reservation online and which can be consulted in the agency and/or on the Europcar website.

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

Any return of the vehicle at a time earlier than the date and time mentioned on the rental agreement shall not give rise to any reimbursement.

When you do return the vehicle to Europcar, when possible take the opportunity to inspect the vehicle together with the Europcar agent or its representative and countersign a vehicle restitution damage report.

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

b) "Out-of-hours" return Service

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

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

In stations offering "out of hours" return services, the above-described procedure (see point 11)-a)) was adapted to enable these stations to offer this service in the best possible conditions.

In particular, you have to declare any incident and/or Damage that affects the conditions of the Vehicle in the accident report that can be found in the vehicles glove box.

Depending on the available systems and the information that you will have received from Europcar, this document must be left in the drivers seat of the vehicle.

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

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

c) Return of the Vehicle during opening hours of Europcar's station with an inspection in your absence.

If it is not possible to inspect the vehicle together with the Europcar agent or its representative, Europcar is authorised to inspect the vehicle itself without your presence.

The same Procedure as the one described above will applied (See 11°-b)).

d) Late return of the Vehicle

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

In such case Europcar will be entitled to:

- charge you an additional day for each rental day at the rental tariff in effect, plus a fixed fee of DKK 375 net per extra day, unless you can demonstrate that you have no longer the disposal of the Vehicle through no fault of your own or that the non restitution of the Vehicle resulted through no fault of your own.
- claim from you all compensation for all Damage and losses suffered by Europcar and all the fines, tolls, penalties or sanctions owed with respect to the Vehicle as a result of demands issued to it by public administrations for the purpose of identifying the perpetrator or clarifying other circumstances relating to a breach or criminal offence.
- start legal proceedings in order to claim the immediate return of the Vehicle.

Please note that, in such case, protections and additional contractual services have no effect.

12) DAMAGE TO THE VEHICLE

In case of differences between the state of the vehicle as described upon checkout and the one identified upon return, you may pay the amount as defined below if you or the driver have caused the damage culpably.

a) Damage identified upon return of the Vehicle and in your presence

If Damage is identified upon the return of the Vehicle when the inspection is made, in your presence and in the presence of the Europcar agent or its representative, and if you acknowledge the damage by signing the statement of return of the Vehicle, you will be charged the agreed excess amount upon end of the hire.

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

b) Damage identified in your absence.

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

- statement of return of the Vehicle describing all Damage identified
- pictures of the Damage
- If possible an estimate of the costs of repair that will vary depending of the nature of the Damage.

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

If you fail to challenge or cannot justify the damage within the above mentioned period of fourteen (14) days, Europcar reserves the right to invoice you the cost of the repairs identified.

c) Common rules

Please note that depending upon the Damage suffered by the Vehicle and the type of protection you have subscribed to with Europcar (see the Europcar Insurance & Protections Provisions attached to your confirmation email or available from all Europcar stations and/or on Europcar's websites) you will be charged for the full amount of the cost of the damage.

In any case, you will be able to challenge any Damage and the invoicing thereof by acting pursuant to the provisions of article 23 "What happens in case of dispute related to my rental?".

13) WHAT IS EXPECTED OF ME REGARDING VEHICLE MAINTENANCE?

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

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

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

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

14) WHAT SHOULD I DO IN CASE OF ACCIDENT, MECHANICAL BREAKDOWN OR THEFT OF THE VEHICLE?

You shall inform the police and Europcar immediately after any accident, fire, theft or damage caused by an animal or other incident. Claims by opposing parties may not be acknowledged. The renter shall, even if the damage is slight, produce a written report with a sketch without delay. The accident report must include the name and address of the persons involved, any witnesses and the registration numbers of the vehicles involved.

In case of theft of the vehicle, you shall provide Europcar with a copy of the report of theft filed with the local police authorities immediately along with the keys.

15) WHEN SHALL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?

You will receive a final invoice once all elements of your rental have been settled.

You will pay or be charged the full amount in one or in several lots depending on the situation.

- You may decide to prepay (prepayment of your booking made online, via our call center or at the Europcar station) your rental which will include the daily rental charge of the Vehicle and accessories for the Hire Period and for any additional mobility services. Your means of payment will be debited by the agreed amount. You will receive an invoice or a receipt for that prepayment. In addition, the prepaid amount will be mentioned on the final invoice and deducted from the eventual total amount (still) to be paid.
- If you decide not to prepay your rental at booking time, the amount of the deposit plus the rental charges for the Vehicle and any accessories, any additional services or drivers or protections you decide to take out before you take the Vehicle away will be shown on the Rental Agreement that you will have to agree and sign before picking up of the Vehicle. The final and global cost of your rental will be charged and invoiced at the time of return of the Vehicle at the end of the Rental Period.

Any additional fees or charges will be charged when you return the Vehicle (if they can be calculated at that time).

If you have incurred extra costs such as fine or caused Damage to the Vehicle identified without your presence Europcar will charge you these costs and the applicable administration fees at a later date, all these administrative fees (damage management fees, fines administrative fees), when Europcar becomes aware of them.

In this respect, you will have a fourteen (14) days period starting from the date of sending (by email or regular letter) of the notification of billing to challenge and justify not being the author of the fees. In case of no objection or justification from you within the aforementioned period, the amount of these fees will be charged.

Your invoice will be sent to you electronically. If you refuse to receive your final invoice electronically, you can elect to receive paper invoice.

In addition, if the due date of payment shown on the invoice has expired and if you are not a Consumer (as defined by the applicable law), you explicitly agree that:

- the immediate maturity of all outstanding bills, and the cancellation by right of the Rental Agreement, and
- that Europcar will have the right to claim immediate return of Vehicle.

16) WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?

a) Modifications

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

- Please be aware that new rental prices may apply if you modify your booking and you should always use the same communication channel that you used when booking the Vehicle in the first place. Alternatively, you can call our Call Centre on +45 89331133.

b) Cancellation and No show

- If you have prepaid your booking online:
 - You can cancel your booking free of charge provided that you have given Europcar at least 48 hours notice before the rental is due to start.

- If you cancel giving Europcar less than 48 hours notice, the prepaid amount will be refunded less a late cancellation fee (please refer to the Recommended Tariff Guide attached to your confirmation email and available from Europcar stations and/or on the Europcar website).
- If you have not cancelled and fail to come to the Europcar station to pick up the Vehicle, the prepaid amount will be refunded less a “no show” (please refer to the Recommended Tariff Guide attached to your confirmation email and available from Europcar stations and/or on the Europcar website).

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

- If you have not prepaid your booking online:
 - You may modify or cancel your booking free of charge up to the time of pick up.
 - If you do not cancel your booking and fail to collect the Vehicle at the time of pick-up, a no show fee will be charged (please refer to the Recommended Tariff Guide attached to your confirmation email and available from Europcar stations and/or on the Europcar website).

17) WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT?

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

- Contact the Europcar station where you picked up the vehicle – you will find contact information on rental agreement
 - Pay the rental as well as any additional charges
 - Sign a new Rental Agreement or an addendum to the initial Rental Agreement.

If you do not comply with the above mentioned conditions, the rules set forth in article 11 (*“Return of the Vehicle”*) will apply.

18) WHAT IS THE FUEL POLICY?

All vehicles are supplied with a full tank of fuel. Please note that Europcar may require you to provide a proof of fuel purchase (receipt).

If you have not returned the vehicle with a full tank of fuel, you will be charged with the cost of the missing fuel including a refuel charge. Please refer to the Recommended Tariff List attached to your confirmation email and available from Europcar stations and/or on the Europcar website.

19) MUST I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE?

When you pick up the vehicle, you have to pay a deposit. If you pay with a credit card, an authorization is made for the deposit.

If you pay the deposit via debit card the amount for the deposit will be debited from your bank account.

You can also pay the deposit in cash for certain vehicle categories approved by Europcar.

If you have prepaid your booking, the same credit card is to be presented with the hire for the amount for the deposit, like you used for the prepayment of your booking.

The deposit is intended to cover additional rental costs.

Its amount is specified in the rental agreement and in the confirmation email sent to you at the time of your booking.

If no additional rental costs are identified, then the deposit deducted rental cost incl. additional cost will be refunded at the end of the rental. The deposit will be refunded via bank transfer or by your debit card.

20) CAN I PAY MY RENTAL IN MY OWN CURRENCY (DIFFERENT THAN THE CURRENCY OF THE COUNTRY OF RENTAL)?

Europcar Denmark is unable to provide this service, and you will pay or be charged for the rental in Danish currency DKK.

21) WHAT IS EUROPCAR DOING TO PROTECT MY PERSONAL DATA?

Europcar may use any information you have given Europcar, including the details of any named driver, for the purposes of your rental to verify identity, collect payment, monitor fraud and deal with any other issues related to your rental before, during and after the Hire Period.

Our data protection policy is available here: [Europcar Privacy Policy](#)

Europcar collects and processes personal data in order to provide you with Vehicle rental services and for marketing purposes such as special promotions and loyalty program. You are informed of any personal data that must be collected by Europcar whether in station or via an asterisk online.

Europcar only stores your personal data for as long as is necessary to achieve the purposes described in the Europcar Privacy Policy, in accordance with applicable law.

The recipients of such data are Europcar station agencies and all Europcar Group franchisees. Some of the recipients of the collected data may be located in countries where legislation concerning personal data does not provide a sufficient level of personal data protection equivalent to Danish law standards and the Danish Data Protection Authority rules. Based on this, you have a right to access, correct and delete any data concerning you. You may assert this right by sending Europcar a letter to the following address: Europcar Østergaard Biler A/S, Jens Baggesens Vej 90N, 8200 Århus N.

You are made aware that your personal data may be notified to the police authorities at their request in case of any traffic road offence and/or any crime committed during your rental.

22) ARE THE VEHICLES EQUIPPED WITH A TRACKER?

To maintain and protect the Vehicle and to prevent and detect crime Europcar may use electronic devices to monitor the condition, performance and operation of the Vehicle and/ or to track the Vehicle's movements. This information may be used both during and after termination of the Rental Period.

In accordance with the provisions of the Danish Data Protection Act, you have a right to access, rectify and delete data concerning you. You may perform this right by sending Europcar a letter at the following address: *Europcar Østergaard Biler A/S, Jens Baggesens Vej 90N, 8200 Århus N.*

23) WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?

a) Applicable law

In case of dispute between you and Europcar regarding your rental, the applicable law will be the law of the country of the pick-up of the Vehicle. For instance, if you pick up the Vehicle in Denmark, the applicable law will be the Danish law. However, if you hired a Vehicle whilst in Germany then your rental will be subject to the German law.

b) Customer Relation Service

Please contact the Customer Relations Service of the Europcar country where you made your reservation. This country may be different from the one which is renting the vehicle to you or from the country of your place of residence. For bookings you have made via Europcar Denmark, you can contact the Customer Relations Service at the following address and telephone:

Europcar Østergaard Biler A/S
Jens Baggesens Vej 90N
8200 Århus N.
Telephone: +45 89 33 11 33
Mail address: reservations@europcar.dk

c) Notifications

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

d) Alternative Dispute Resolution

Cross Border Dispute. If the country of rental and your country of residence are different you may file a claim before the *European Car Rental Conciliation Service (ECRCS)* (<http://www.ecrcs.eu>).

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

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

e) Jurisdiction for rentals made on a professional basis.

If you rent a car in the capacity of business person, any dispute arising from your rental agreement shall be subject to the exclusive jurisdiction of the Danish commercial court.

f) Contractual documents

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

- the Rental Agreement, and if applicable its specific conditions (the document signed by you at the moment of the check-out or the first day of rental)
- the confirmation email (where you have prebooked your rental online)
- the Europcar Insurance and Protection Provisions
- the Recommended Tariffs Guide;
- the present T&Cs including its appendixes which apply to all aforementioned documents.

24) IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?

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

APPENDIX 1 – EMERGENCY MANAGEMENT SERVICE TERMS AND CONDITIONS

For the duration of the hire period as agreed with Europcar, you have the benefit within Denmark at no extra cost of our Emergency Management Service. You can take up the Emergency Management Service also abroad against payment of an additional fee.

Europcar reserves the right to charge the renter with these costs in case the renter and/or the driver have prompted the use of this service without any reason or by themselves.

The Assistance service comprises, amongst other benefits

- **Technical assistance for the rental Vehicle**
 - Sending out a breakdown vehicle,
 - Arranging and paying for the costs of towing a vehicle which has not been involved in an accident or has broken down and cannot be repaired on the spot,
 - Locating a replacement Vehicle within a radius of 50 Km, if the Vehicle can not be repaired on the spot (N.B: the rental agreement will continue to run until last day of the rental as originally agreed),
 - Transportation of the beneficiaries to the rental station where the replacement Vehicles is to be made available.
- **Exclusions**
- **Concerning assistance for the rental Vehicle, are excluded:**
 - Any incidents or damage resulting from taking part in sporting events, rallies or any type of competition
 - Utility Vehicles rented in Denmark which have been taken abroad without Europcar's accept.