

## TABLE OF CONTENT

	PREAMBLE	
1)	TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY? .....	2
2)	WHO CAN RENT AND WHO CAN DRIVE?.....	2
a)	Who can rent?.....	2
b)	Who can drive? (the "Driver") .....	3
c)	Who cannot drive the Vehicle? .....	3
3)	WHERE CAN I DRIVE THE VEHICLE?.....	3
4)	LIABILITY FOR GOODS TRANSPORTED WITH THE RENTED VEHICLE .....	4
5)	WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?.....	4
6)	WHAT ARE THE MOBILITY SERVICES INCLUDED IF I RENT A VEHICLE ONLY? .....	5
7)	WHAT ARE THE OTHER MOBILITY SERVICES NOT INCLUDED IN MY RENTAL? .....	5
8)	WHAT IS INCLUDED IN THE PRICE YOU PAY? .....	6
9)	WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY? .....	6
10)	WHAT SHOULD I PAY ATTENTION TO WHEN PICKING UP THE VEHICLE?.....	6
11)	WHAT PROCEDURES ARE BEING APPLIED WHEN RETURNING THE VEHICLE? .....	7
a)	Return of the Vehicle during opening hours of Europcar's station .....	7
b)	"Out-of-hours" return Service .....	7
c)	Return of the Vehicle without your presence and during opening hours of Europcar's station .....	7
d)	Late return of the Vehicle .....	8
12)	DAMAGES TO THE VEHICLE.....	8
13)	WHAT IS EXPECTED OF ME REGARDING THE VEHICLE MAINTENANCE? .....	10
14)	WHAT SHOULD I DO IN CASE OF ACCIDENT, MECHANICAL BREAKDOWN, OR THEFT OF THE VEHICLE? .....	10
15)	WHEN SHALL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL? .....	10
16)	WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?.....	11
a)	Modifications .....	11
b)	Cancellation.....	11
17)	WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT? .....	11
18)	WHAT IS THE FUEL POLICY? .....	12
19)	MUST I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE?.....	12
20)	CAN I PAY MY RENTAL WITH A FOREIGN CREDIT CARD? .....	12
21)	WHAT IS EUROPCAR DOING TO PROTECT MY PERSONAL DATA? .....	12
22)	ARE THE VEHICLES EQUIPPED WITH A TRACKER? .....	13
23)	WHAT IS MY LIABILITY IN CASE OF A DAMAGE? .....	13
24)	LIMITATION .....	14
25)	LIABILITY OF EUROPCAR .....	14
26)	WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?.....	134
a)	Applicable law .....	14
b)	Customer Relation Service .....	14
c)	Notifications.....	14
d)	Conciliation before ECRCs .....	14
e)	Contractual documents.....	145
ANNEX 1 ASISTANCE TERMS & CONDITIONS		
ANNEX 2 RECOMMENDED TARIFF LIST		



# TERMS AND CONDITIONS OF HIRE OF EUROPCAR ARMENIA

## Preamble

Thank You for renting with Europcar!

Europcar Armenia (hereinafter referred as Europcar) is a Armenian company owned by Grandliber LLC with its registered office in Abovyan8/1, 0010, Yerevan, Republic of Armenia.

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 (a car or a van) to You (as defined in section 1 below) for the period of time 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 agreed with You at the moment of the check-out or the first day of rental)
- the booking confirmation email (where You have prebooked Your rental online or offline)
- the Europcar Insurance and Protection Provisions the Recommended Tariffs Guide;
- the present T&Cs which apply to all aforementioned documents.

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

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

The T&Cs 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.

All persons named in the Rental agreement are jointly and severally liable for payment of sums due under the contract.

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

### a) Who can 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 method accepted by Europcar
Credit Card
Cash
Vouchers

- Cheques are not an accepted payment method

And

- who provides valid documents as indicated in the table below:

Documents required by Europcar
ID or Passport

Driving license in Latin characters valid in European and/or international driving license or certified translation
---

Proof of actual place of residence, no PO Box, possibly via 'utility bill', e.g. electricity bill
---

Europcar has the free disposal to conclude a car rental contract with a customer or not.

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

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

- is expressly mentioned and fully identified on the Rental Agreement, this is in principle the renter and this may also be the person who is a registered additional driver
- provides a valid driver license and a valid identification document
- who is in possession of a driver licence for the requested period and has the minimum age as follows:

For drivers of the vehicle category	Both requirements must be fulfilled	
	minimum age driver	valid driving license for at least
<b>Mini</b>	21 years	3 years
<b>Economy</b>		
<b>Economy Elite</b>		
<b>Compact</b>		
<b>Compact Elite</b>		
<b>Intermediate</b>		
<b>Intermediate Elite</b>		
<b>Standard</b>		
<b>Fullsize</b>		
<b>Premium</b>		
<b>Luxury (inkl. Special)</b>		
<b>Special / Selection</b>		

- The minimum age cannot be overridden by booking an additional Young Driver Fee.
- The renter is obliged on request of Europcar to notify the name and address of all drivers, unless these are already stated in the rental contract itself. The drivers are agents of the renter.
- If the vehicle is driven by another person (additional driver) an additional charge is raised for each additional driver.

### c) Who cannot drive the Vehicle?

Neither person expressly mentioned / identified on the Rental Agreement is authorized to drive the Vehicle. In addition, any person who cannot provide a valid identification document 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 damages caused by you and/or an unauthorized person.

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

### 3) WHERE CAN I DRIVE THE VEHICLE (CONTRACTUAL TERRITORY)

The renter and the diver are not allowed to use the vehicle outside the contractual territory. The contractual territory is Republic of Armenia and Nagorno Karabakh. Driving to Georgia may be possible on request.

Should you have questions please contact our Customer Relation Service under +374 10 544905 .

Please be aware that You must comply with the law, in particular the traffic road regulations and toll payment obligations in the country where You drive the Vehicle. You as renter and driver are liable for all claims resulting from vehicles owner liability during the rental time.

#### 4) LIABILITY FOR GOODS TRANSPORTED WITH THE RENTAL VEHICLE

You are informed that Europcar does not cover the goods carried into the vehicles. Similarly, Europcar cannot be held liable for any loss of opportunity and intervening operating loss in the context of the execution of the lease.

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

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

- You and/or any Driver must return the Vehicle and its keys, accessories and documentation to Europcar at the agreed place of return on the expiry time and date specified on the Rental Agreement Europcar allows a 59 minutes tolerance period at the end of the rental. The vehicle has to be returned 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 Terms and in particular Article 11 (What is the Vehicle return policy).
- If You intend to drive the Vehicle outside the contractual territory, You should ensure during the check-out that, the vehicle has the proper equipment in accordance with local traffic rules of the country that You and / or the Driver will drive or cross.
- You and/or the Driver must reasonably drive the Vehicle in accordance with all applicable road traffic laws and regulations and You should ensure You and/or any Drivers are familiar with all relevant local driving regulations. You are liable for all charges, duties, tolls, fines and penalties associated with the

use of the vehicle and claimed from Europcar to the extent that the renter is responsible for them.

- 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 have to consider the actual regulations as to load safety.
- You and / or any Driver must guard the Vehicle with the utmost care as a good father, and in all circumstances, You shall make sure it is closed and protected by its anti-theft devices when parked or left unattended.
- You and/or any Driver must never drive the Vehicle whilst your ability to drive is impaired, in particular under the influence of alcohol or drugs or in case of disease.
- You and/or any Driver will be provided with a Vehicle which is ready to drive, checked and filled with all necessary operating materials. During the rental period You and/or any Driver should refill the Vehicle's fuel if necessary. If unsuitable fuel should be added 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), unless otherwise expressly agreed by Europcar,
- 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, even if racing circuits are opened to the public for test and practise (so-called tourist use), 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 in appropriate animal transport boxes. Extraordinary cleaning costs were calculated on a time and material basis and charged with a lump sum of 80 EUR.
- to give driving lessons, accompanied driving,
- 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,
- to commit an intentional offence,
- for being transported on board any type of aeroplane
- 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.

- For the penetration of customs or other offences, even if these are only penalised under the law at the scene of the offence.
- For any other use outside the use in accordance with the contract.
- 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, tyre pressure.

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

Likewise, in case of infringement to the above mentioned obligations, Europcar reserves the right to demand immediate return of the Vehicle and to charge damage compensation costs.

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

The basic rental charge includes the following mobility services:

<b>Mobility services</b>
Automobile Third party liability
Collision Damage Waiver ('CDW') with a deductible depending on the product or depending on different individual agreement
Partially Comprehensive cover with a deductible depending on the product or depending on different individual agreement, including Theft Waiver ('TW')

Included unlimited Mileage
Technical assistance to the Vehicle in case of impairment of the Vehicle working order not caused by the Renter and/or Driver (Emergency Assistance)

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

Europcar proposes You several additional services as mentioned in the Recommended Tariff List, Annex 2

## 8) WHAT IS INCLUDED IN THE PRICE YOU PAY?

The information You provide Europcar with at the time of booking 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 rental charge for the Vehicle for the agreed number of calendar days (this will include the standard mobility services above mentioned)
- The rental period depending from the agreed tariffs calculated non divisible from the time of pickup of the vehicle
- Any other mobility services You choose to add at Your further cost
- VAT

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 a deposit. If you are paying by credit card, the deposit 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 and will be available only via credit card (no cash deposit).

- 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 *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 List, Annex 2, attached to Your confirmation email 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. The payment of the trailer supplement is the sole responsibility of the Renter of the truck or the keeper of the trailer as appropriate
- Cleaning fees for a Vehicle returned in an unacceptable and/or dirty state, in particular if spots that need dry cleaning are determined. Extraordinary cleaning costs were calculated on a time and material basis and charged with a lump sum of EUR 80,00.

- Charges for lost or stolen keys
- The damages management fees per claim
- All and any fuel used during the Hire Period including a refuelling service charge
- The following additional specific fees and charges extra charges linked to the rental made in stations located in the airport; the cost to return the Vehicle to a Europcar stations other than the one from which You picked it up; the extension of Your rental) charges for additional kilometres exceeding the contractual agreed included kilometers (see Anex 2).

## 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 Rental Agreement then You should ensure a note is made on the document and that both You and the Europcar agent sign the change to it. This also applies for any apparent defect or damage on the booked accessories.

## 11) WHAT PROCEDURES ARE BEING APPLIED WHEN RETURNING THE VEHICLE?

You should return the Vehicle to the Europcar station, at the latest, on the date and at the time shown on the Rental Agreement.

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

You may return the Vehicle to another Europcar station for the cost mentioned on the Recommended Tariff List, Annex 2, attached to your confirmation e-mail if you made the reservation through distance means. This document may also be consulted on spot in stations and/or on Europcar website.

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

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

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

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

Europcar cannot be held liable for eventual property and/or objects You may have forgotten in the Vehicle, unless You can prove that the property and/or objects were missed in the area of responsibility of Europcar.

### 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. You can find information about working hours on our website [europcar.am](http://europcar.am).

The relevant procedures will be applied in the presence of Europcar representative.

Europcar cannot be held liable for eventual property and/or objects You may have forgotten in the Vehicle, unless You can prove that the property and/or objects were missed in the area of responsibility of Europcar.

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

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

**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 You do not inform Europcar immediately about the delay in its return, Europcar shall charge you in the amount of 10 € per hour, the whole daily rental tariff in effect in case of return of the vehicle after 3 to 24 hours and after 24 hours regard the Vehicle as having been unlawfully appropriated and will be entitled to report this to the competent local authorities.

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

**12) DAMAGES TO THE VEHICLE**

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

**a. Damages identified upon return of the Vehicle and in your presence**

If some damages are identified upon return of the Vehicle when the inspection made, in your presence and in the presence of the Europcar agent or its representative, and if You acknowledge the damages by signing the statement of return of the Vehicle, the following provisions apply depending on the extent of the damage:

- Damages will be evaluated by an independent expert and charged according to the expert's report or a cost estimation made with an independent auto-repair garage.

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

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

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

- statement of return of the Vehicle describing all Damages identified
- pictures of Damages
- An estimate (quote) of the costs of repair that will vary depending of the nature of the Damage (see above, article 12)-a) paragraph 2) and administration fees for the treatment of the Damage and the Vehicle immobilisation.





### **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 may or may not be charged for the full or for the partial amount of the cost of repair.

In any case, You will be able to challenge Damages and their invoicing by acting pursuant to dispositions of article 26.

### 13) WHAT IS EXPECTED OF ME REGARDING THE VEHICLE MAINTENANCE?

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

You should remain alert to any signal from the warning lights on the Vehicle's dashboard and take any necessary protective actions according to the instruction manual. Should you have any doubt, please contact our Emergency Management under +37410544905.

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.

The renter may have repairs which are necessary in order to ensure the operating and road safety of the vehicle, carried out up to max. EUR 50,00 without further implications. Larger repairs may only be carried out with the agreement of Europcar.

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?

In case of an accident or impairment of the Vehicle working order due to a technical defect which prevents You from continuing your travel and/or obliges you to stop Vehicle to prevent any breakdown, You are provided with an Emergency Management the terms of which are set out in Annex 1 of the present T&Cs. In the mentioned cases You should contact our Emergency Management service under the telephone number +37410544905.

You shall inform Europcar immediately after any accident, fire, theft, wild 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 in particular the name and address of the persons involved and any

witness as well as 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 before the local police authorities immediately with the keys and official papers of the Vehicle if those have not been stolen.

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

You will receive a final invoice upon your request.

You will pay or be charged the full amount in one or in several lots or Europcar will make direct debit via the agreed method of payment depending on the product and payment method.

- 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 a booking reservation confirmation including the 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 Damages 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.

Your invoice will be sent to You electronically if you have given your prior consent.

If the default of a renter makes the appointment of a debt collection agency necessary, than the renter has to bear the resulting costs if he was not evidently unable or unwilling to pay and has also not raised any other objections to the grounds for the claim.

## 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.

Modifications of your booking can be done via Europcar website europcar.am. Alternatively, You can also call our Call Centre on +37410544905.

### b. Cancellation

- 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 notice Europcar about your cancellation from 48 up to 24 hours before pick-up, the prepaid amount will be refunded less a later cancellation fee of EUR 50,00 net.
  - If You cancel giving Europcar less than 24 hours notice, the cancellation charge shall be the rental charge for a maximum of 3 rental days.
  - If You have not cancelled and fail to come to the Europcar station to pick up the Vehicle, the no show charge shall be the rental charge for a maximum of 3 rental days.

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 acts, 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 provided that You have given Europcar at least 48 hours notice before
  - If you cancel your booking after 24 hours or do not cancel your and fail to collect the vehicle at the time of pick-up, a no show fee of EUR 50.00 will be charged.

## 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:

- For any extension give a call to the Europcar Customer Service under the telephone number +37410544905.
  - carry out a check of the Vehicle together with an Europcar agent
  - Pay the rental as well as any additional charges
  - Sign a new Rental Agreement or an addendum to the initial Rental Agreement

- Present a means of payment for the extension of the rental period.

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

## 18) WHAT IS THE FUEL POLICY?

You must be aware that rules applicable to fuelling and refuelling depend on the country of rental and the type of rental product You have elected. Please check carefully the rules applicable for every rental You make.

All Vehicles are supplied with a full tank of fuel. 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. In case the tank is not full at the time of pick-up, just return it fueled in the same amount (same to same).

## 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. The amount of the deposit takes into account the category of Vehicle, the Hire Period of the rental and all the additional products and/or mobility services that you will have selected at the pick-up of the Vehicle.

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 cost are identified, then the deposit will be refunded within 20-25 days via bank transfer or.

The deposit is preauthorized only via credit card.

## 20) CAN I PAY MY RENTAL WITH A FOREIGN CREDIT CARD?

If You are a foreign hirer holding a Visa or MasterCard credit card, Europcar will take care of the currency conversion, using an exchange rate based on the exchange rate in effect.

## 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 issues before, during and after the Hire Period.

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

Europcar collects and processes data in order to provide You with vehicles rental services and for own marketing purposes such as special promotions and loyalty program. You are informed of any information that must be collected by Europcar whether in station. The recipients of such data are Europcar station agencies and all Europcar Group franchisees.

You are made aware of the existence of data processing aiming at preventing risks.

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?

Europcar reserves the right to equip Vehicles with a tracker or videoregistrator. In case you will rent such an equipped vehicle you must separately give your prior written consent that Europcar can collect, store and use the GPS coordinates and speed measurements.

## 23) WHAT IS MY LIABILITY IN CASE OF A DAMAGE?

a.  
The renter is liable for repair costs for accident damage, loss, theft or improper operation of the vehicle or impairment of contractual obligations according to clauses 2, 6 and 14 of these conditions. If accident damages or improper operations of the vehicle are caused by the Renter, the liability will be up to 190000 or 250000 AMD depending on the Vehicle category. The rest will be covered by the insurance. This excludes the mechanical damages caused by the renter. Such cases will be under full responsibility of the Renter. The renter is also liable for any consequential damage, particularly reduced value, towing costs, fees for technical experts and a fee for administration costs. The renter is not liable if neither the renter nor the driver is responsible for the damage. In the event of lost or theft, the same procedure is applied in case the Renter possesses both key and the registration documents of the Vehicle. If not ....

b.  
If an exemption of liability is agreed against payment of an additional sum, then Europcar exempts the renter for damage to the rental vehicle in accordance with the principles of vehicle damage (collision) insurance.

The liability exemption covers accident damage, i.e. through an incident acting suddenly from outside with mechanical force; brake damage, operational damage and pure fracture damage do not count as accident damage. The exemption of liability does not therefore cover in particular damage, which occurs due to improper treatment and/or operation, for example through incorrect gear changing or filling the wrong fuel, or though loaded goods. The deductible access for each damage is 480 Euro. These amount is subject to be changed by Europcar.

c.  
The exemption of liability does not release the renter from the contractual obligations under clauses 2, 6, 14 of these conditions. The renter is fully liable in case of intentional infringement of the contractual obligations, particularly for damage, which occurs due to an unauthorised driver (clause 2) or due to a forbidden use (clause 6). If the renter has intentionally fled the scene of an accident or infringed obligations under clause 14, the renter is also fully liable, unless the infringement has no effect on the assessment of the damage incident. In case of grossly negligent infringement of a contractual obligation, the renter is liable in the proportion of the extent of the fault of the renter. The renter is also fully liable for intentionally caused damage. If damage is caused through gross negligence, liability is in proportion to the fault of the renter.

d.

If cover for fire and theft is concluded, the renter is liable particularly for damage to glass, damage caused by game animals, fire and the elements with a deductible excess of 480 EUR (this amount may vary according to the vehicle category). These amounts are subject to change.

e.

In other cases, the statutory regulations apply.

## 24) LIMITATION

If an accident has been recorded by the police, compensation claims will be presented to the Renter by Europcar. The period of limitation begins at the latest six months after return of the vehicle. In case files are to be inspected, Europcar will notify the renter without delay of the date of inspecting the file.

## 25) LIABILITY OF EUROPCAR

Any liability of Europcar due to the infringement of their contractually regulated duties is restricted to cases of intention or gross negligence, including intention or gross negligence of representatives and employees. Europcar is only liable in cases of slight negligence for injury to life, body or health, for infringement of essential contractual duties and for compulsory liability under the terms of the product liability law. In this case liability is limited in extent to the compensation of contractually typical losses.

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

### a. Applicable law

In case of dispute between You and Europcar regarding Your rental, Armenian law is applicable.

### b. Customer Relation Service

Please contact the Customer Relation Service of the Europcar Country you have made your reservation. This country can be different from the one which is renting the Vehicle to you or from the country of your place of residence.

For booking you have made via Europcar Armenia You can contact Customer Relation Service at the following addresses and telephone:

Europcar Armenia  
Abovyan 8/1, 0010

Email: [info@europcar.am](mailto:info@europcar.am)

Telephone : +37410544905

Internet : [europcar.am](http://europcar.am)

### c. Notifications

All notifications to be served upon You and Europcar pursuant to Your Rental Agreement shall be sent to your email address provided by you in the Rental Agreement. Any modification must be communicated to the other party.

### d. Conciliation before ECRCS

You may file a claim before the *European Car Rental Conciliation Service (ECRCS)* (<http://www.ecrcs.eu>) if you are of the opinion that your interest has not been considered appropriately.

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

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

### e. Contractual documents

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



## TERMS AND CONDITIONS OF HIRE OF EUROPCAR ARMENIA

---

- the Rental Agreement and 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)
- the Europcar Insurance and Protection Provisions the Recommended Tariffs List;
- the present T&Cs which apply to all aforementioned documents.

## ANNEX 1 – ASSISTANCE TERMS & CONDITIONS

For the duration of the Hire Period as agreed with Europcar, You have the benefit at no extra cost of our Emergency Management service.

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

The Assistance service comprises, amongst other benefits

- **Technical support 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 can not be repaired (caused by the Renter) on the spot and its replacement
- **Exclusions**
  - Support for the rental Vehicle
    - Any incidents or damage resulting from taking part in sporting events, rallies or any type of competition





# TERMS AND CONDITIONS OF HIRE OF EUROPCAR ARMENIA

## ANNEX 2

## Recommended Tariff List 2015 - Europcar Germany

Thank you for choosing Europcar.

"If you add any ancillaries that you did not already selected during your booking, please note that the Tariff list may evolve between the booking date and the starting date of your rental. For all these additional ancillaries, only the applicable rates on the date you rental will apply."

Equipment Tariffs incl. VAT	Europcar			
	Price per day	Price max.	Liability	Additional information
ADDITIONAL DRIVER	10	40		
BABY SEAT	10	40	200	
NAVIGATION SYSTEM	10	40	200	
SNOW CHAINS	10	40	250	

## Services

Services Tariffs incl. VAT	Europcar			
	Price per day	Price max.	Liability	Additional information
AFTER HOUR		15		
CLEANING COST				€ 80,00 "Standard" pollution. Price depends on degree of pollution
DELIVERY / COLLECTION INTOWN		15		
DELIVERY / COLLECTION OUTTOWN				€ 0.5 per km
FINES ADMINISTRATION FEE				20% of the fine amount (VAT incl)
LOST/THEFT OF CAR KEY		300		
NO SHOW		50		
ONE WAY RENTAL CARS				On request
LOST/THEFT OF REGISTRATION CARD		150		
REFUELLING COST				€ 1 per litre