TERMS & CONDITIONS

1. RENTAL REQUIREMENTS AND PAYMENT

1.1 Europcar approved method of payment/or credit card which can be Visa, Mastercard or Amex.
1.2 Full names, residential, postal and physical addresses; and telephone number.
1.3 Local contact details, credit card and passport copy.
1.4 A valid, original driver’s licence and original passport or identity document.
1.5 Account holders must produce all of the above including an official company order.

2. GENERAL

2.1 You refer to any party to this agreement whether the driver, additional driver, authorised signatory or qualified payer.
2.2 Vehicles are rented subject to Europcar’s standard terms and conditions as reflected herein.
2.3 Please refer to the Europcar website www.europcar.com for all rates, fees, liability amounts, applicable fees and any other charges for extras.
2.4 Daily rates are calculated strictly in cycles of twenty four hours, from time of pick up to time of drop off.
2.5 No other vehicles or require valet cleaning, the valet charges will be billed directly to the Renter’s credit card and/or account.
2.6 The Renter is liable for any towing, storage, release, glue, tyres, rims, body, water and under-carryage damage to vehicle.
2.7 Vehicle maintenance is included in the rate. Fuel is not included in any quoted rate.
2.8 An additional fee will be charged for an additional driver $50 net per day or a younger driver (under age of 23) at $15 net per day provided, that they are in possession of a valid, unendorsed drivers licence for a minimum of 2 years.

3. DRIVING REQUIREMENTS

3.1 Rwandan Government Legislation requires that whilst driving, the driver is required to have a valid driver’s licence and their passport.
3.2 Europcar Rwanda requires that a driver’s licence must have obtained their licence at least two years prior to renting a vehicle and be over the age of 23 years.

4. COLLISION DAMAGE/THIEF WAIVERS

4.1 Standard waiver only is available for the reduction of liability in the event of loss, theft and/or damage to the vehicle which is 10% of the quotation from the garage or the value insured of the vehicle with minimum $100 USD net in any event of accident / damage to the vehicle whatever is higher.
4.2 Standard waiver and Super waiver options are available for the reduction of liability in the event of loss, theft and/or damage to the vehicle which is 10% of the quotation from garage or value insured.
4.3 The Renter will be responsible for the full replacement value of the vehicle, should theft/damage be caused due to wrong and/or illegal actions or omissions (see Section 6 below for a detailed list of factors that negate cover/waivers).
4.4 An accident administration fee will be applied and charged to the Renter’s credit card or account, in the event of damage/loss/theft of the vehicle which is $100 USD net for loss of rent surcharge.

5. DAMAGE/THIEF / LOSS

5.1 The Renter is required to contact Europcar immediately in the event of theft, loss or damage and a full report must be made to the nearest Police Station within 24 hours where an accident has occurred any within 6 hours in the case of loss/theft. A Police Services Case Reference number must be obtained from the Police Station.
5.2 An Incident Report must be completed; these are obtainable from any Europcar branch or Europcar website.
5.3 Where the vehicle is not drivable, phone Europcar and an authorised towing company will be appointed to collect the vehicle.
5.4 Europcar reserves the right to provide a replacement vehicle.
5.5 Personal belongings stolen or lost during an accident are not covered. Personal baggage insurance can be purchased prior to rental.

6. FACTORS THAT NEGATE WAIVERS

6.1 Gross negligence
6.2 Any wrong and/or illegal actions or failure to act which results in damage or loss.
6.3 Driving under the influence of alcohol that diminishes your capacity.
6.4 Unauthorised persons driving the vehicle.
6.5 Taking the vehicle across any border without authorization.
6.6 Not adhering to traffic, road and driving regulations.
6.7 Unsuitable driving or road conditions including unsurfaced roads.
6.8 No other vehicles or third party involved in a collision unless exceptional circumstances apply and are proven.
6.9 Not reporting the collision to Europcar Rwanda and the nearest Police Station within 24 hours. A Police report reference number must be obtained from the Police Station.
6.10 Failure to obtain authorisation from Europcar Rwanda and effect payment for the extension of the contract beyond the period.
6.11 Failure to report the theft of a vehicle to Europcar Rwanda and a Police Station within 6 hours of the event. A Police report reference number must be obtained from the Police Station.
6.12 Failure to produce the vehicle keys in the case of theft unless exceptional circumstances apply and are proven.
6.13 Failure to report the exact details of the last known location of the vehicle prior to theft.
6.14 Not using the vehicle for its intended purpose, for example carrying animals, unlawful and unsuitable goods. Except Toyota Fortuner, Toyota Prado or Land Cruisers other are not allowed to travel inside national park and renter shouldn’t use the vehicle for agricultural purposes without prior authorisation.
6.15 Driving without due care and attention unless exceptional circumstances apply.

7. THIRD PARTY CLAIMS

7.1 Should the Renter be involved in an accident where the fault was not that of the Renter, the Renter is responsible and liable for the non-negligible excess liability until a third party recovery has been made by Europcar Rwanda. Europcar Rwanda will reimburse the Renter the amount paid less the accident administration fee.
7.2 For full third party claims there will be an additional third party handling charge of $200.
7.3 For third party claims were fault is with the renter, Europcar Rwanda will settle claims through our insurance not exceeding $100,000 total liability above this is billed to the customer.

8. TRAFFIC FINES & TOLLING FEES

8.1 Should the Renter disobey traffic regulations which results in a fine, such amounts will be directed to the Renter of which Renter must settle direct to the relevant authorities. If not, the Renter will be charged an accident administration in addition to the fine.
8.2 All toll fees charged during the rental period will be for the Renter.

9. CROSS BORDER:

9.1 A letter of authorisation or confirmation must be requested from Europcar Rwanda at the time of reserving for all cross border travel. All necessary documentation regarding the vehicle must be obtained from Europcar Rwanda 48 hours before crossing the border.
9.2 Europcar Rwanda will not be held responsible if a Renter is refused entry into another country.
9.3 The Renter will pay for any cross border fees and surcharges which may arise whilst crossing the border.

10. ACCIDENT / LOSS

10.1 Should the Renter disobey traffic regulations which results in a fine, such amounts will be directed to the Renter of which Renter must settle direct to the relevant authorities. If not, the Renter will be charged an accident administration in addition to the fine.

12. DEPOSITS – LIABILITY / FEE

12.1 A deposit will be due as required for the applicable excess liability on initiation of the rental. The Renter must be in possession of a credit card irrespective of product selection. The deposit is rental amount + $500 USD.
12.2 A vehicle isrefused on termination (if applicable) irrespective of whether Renter has filled the fuel tank or not and the Renter may be liable for an additional refueling charge + surcharge of $25 USD.
12.3 Additional rental days will be charged directly to the Renter’s account or credit card at the prescribed rate.

13. EXTENSION OF RENTAL

13.1 If the Renter wishes to extend the rental beyond the original return date, authorisation must be obtained from Europcar. Failure to do so will result in breach of all terms and conditions and Europcar Rwanda immediately negate all waivers.
13.2 Additional rental days will be charged directly to the Renter’s account or credit card at the prescribed rate.

14. EXEMPTION

14.1 Unless any wrongdoing can be proven against/ attributed to Europcar Rwanda, its agents or employees, Europcar shall not be liable for any damage or loss, whether direct or indirect, arising out of any defect in or mechanical failure of the vehicle, or the safety of the vehicle or the driving or use thereof, nor for any direct or indirect loss, consequential damages, loss of profits or special damages arising out of any of the foregoing. Europcar does not accept any liability for any loss of or damage to any property transported or in or left in the vehicle or any other damages or loss as a result of the conviction of the driver and/or passengers.
14.2 No warranties as to the condition, state of repair, performance capabilities, year of manufacture, odometer reading or anything else concerning the vehicle are given by Europcar.

15. LEGALITIES

15.1 All legal services and legal processes in terms hereof shall be given to the Renter at the address set out in the rental agreement (Renter’s chosen legal address). Any notice posted to Renter shall be deemed to be received 7 days after posting, unless the Renter proves the contrary, and to Europcar at their registered legal address: Europcar Rent & Cat Ltd, B.P 1111, Kigali, Rwanda.
15.2 The Renter consents to the geographical area of the Magistrates Court having authority over its person in respect of any proceeding arising from this agreement even if the amount in issue would otherwise exceed the authority of such court. This consent shall not however, prejudice Europcar in respect of their right to proceed in any court of competent authority.
15.3 The English version of this agreement will prevail in the event of a dispute.
15.4 This is the entire agreement and no variation or cancellation shall be valid unless in writing and signed by the Renter and Europcar Rwanda.
15.5 Europcar Rwanda may claim and recover from Renter on demand all costs and expenses incurred by Europcar Rwanda in connection with or arising from any breach by Renter of this agreement, including attorney-and-client costs, collection commission and any costs of tracing Renter or the vehicle. 16. A provision of this agreement is void or unenforceable for any reason shall be severable from the rest of this agreement and shall not affect the validity thereof.
16.7 This agreement shall be governed by the laws of the Republic of Rwanda.
16.8 By the Renter’s signature hereto, the Renter accepts all the charges charged by Europcar Rwanda in terms of this agreement, including any charges relating to loss and damage to the vehicle.
16.9 By Renter’s signature hereto, Renter hereby authorises Europcar Rwanda to conduct reference checks and any other checks required by law on Renter, if necessary.

18. CANCELLATION POLICY

18.1 Europcar will charge the renter $50 cancellation fees if the Renter cancels before 24 hours from the time of booking. In case the Renter cancels after 24 hours 1 day rent cancellation fees applies which will be charged to the Renter.
19. CHAUFFEUR DRIVEN SERVICE:

17.1 Chauffeur service is available (meaning renting car with a Europcar driver) on all chauffeur rental station on our website.
18. No show Fees:
19.1 No show fees for $150 USD will be invoiced to the client or the renter counter incase of no show.
19.9 In Rwanda 18% VAT is applicable in all services rented.