

Terms & Conditions

1. RENTAL REQUIREMENTS AND PAYMENT

At the time of rental the following must be provided:

- 1.1 Europcar approved method of payment i.e. Credit Card.
- 1.2 Full names; residential, postal and physical addresses, banking details, telephone number, and local contact details for non-Zambians.
- 1.3 A valid, original Driver's Licence of more than 3 years and original passport or identity document.

2. GENERAL

- 2.1 'Renter' refers 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.europcarzambia.com for all fees, waiver responsibility / limited liability amounts and applicable levies /charges.
- 2.4. Daily rates are calculated strictly in cycles of 24(twenty four) hours, from time of pick up to time of drop off.
- 2.5. Should a vehicle 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, glass, tyres, rims, water, and hail and under-carriage damage to vehicle
- 2.7 Be aware: your rental vehicle may be equipped with a satellite tracking device
- 2.8. The Renter consent to the Magistrate's Court jurisdiction in respect of any action instituted by us in connection with this agreement and agree that we may in our discretion institute any action in any High Court division in Zambia having jurisdiction, to which jurisdiction The Renter consent. This is the entire agreement and no variation or cancellation shall be valid unless in writing and signed by The Renter and us save as provided in the Standard Rates. We may claim and recover from the Renter on demand all costs and expenses including attorney and own-client-costs, collection commission and any costs of tracing The Renter or the vehicle incurred by us, directly or indirectly in consequence, of any breach by the Renter of this agreement.

3. DRIVING REQUIREMENTS

- 3.1. Government Legislation requires that whilst driving, the driver/s is/are required to have a valid unendorsed driver's licence in their possession.
- 3.2. Driver/s must have obtained their licence at least three years prior to renting a vehicle with Europcar.

4. YOUNG /ADDITIONAL DRIVER AND ADMINISTRATION FEE

4. 1.An additional fee will be charged for an additional driver or a younger driver (under the age of 23), provided that they are in possession of a valid, unendorsed driver's licence for a minimum of (3) three years.
4. 2.An administration fee, airport surcharge, remote branch surcharge and tourism levy per rental will be charged directly to the Renter at the time of rental

5. COLLISION DAMAGE/THEFT WAIVERS

- 5.1.1 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 excluding tyre and windscreen damage.
- 5.1.2.The Renter will be responsible for the full replacement value of the vehicle, should theft/ loss/damage be caused due to wrong and/or illegal actions or omissions (**see "clause 6" below for a detailed list of factors that negate the waivers**) or if waivers were declined.
- 5.1.3. The Renter is responsible for double the limited liability amount applicable (subject to group of vehicle), where the vehicle has been written off.
- 5.1.4. A claim handling and assessment fee will be applied and charged to the Renter's credit card or account, in the event of damage/loss/theft of the vehicle. The Renter may not effect any repairs on the vehicle without Europcar's consent.

5.2 TYRES AND WINDSCREEN WAIVER

- 5.2.1 By accepting Tyre and Windscreen waiver, the Renter will be absolved of any liability or cost relating to either the repairing or replacing of tyre(s) and/or windscreen on the vehicle should they be damaged by circumstances

beyond the Renter's control. If this waiver is declined, the Renter will be liable for the full amount of repairing or replacing the damaged tyres and/or windscreen. Tyres exclude rims.

5.3 UNDERCARRIAGE / GLASS:

5.3.1 Notwithstanding the above clauses, where damage is caused to the undercarriage and/or glass of the vehicle, an assigned expert shall assess the damage so caused and the expert shall be entitled in his expert opinion based on the merits of the claim, to exclude such damage from the waivers.

6. FACTORS THAT NEGATE WAIVERS

- 6.1. Any wrong and/or illegal actions or failure to act which result in damage or loss.
- 6.2. Driving under the influence of alcohol or substances that diminish your capacity.
- 6.3. The driver is less than 23 years old.
- 6.4. Unauthorised persons driving the vehicle i.e. a driver not specified as a driver or additional driver on the Rental Agreement or contract.
- 6.5. Taking the vehicle beyond the borders of Zambia without the written permission of the Company.
- 6.6. Not adhering to traffic, road and driving regulations.
- 6.7. The Renter is liable to be charged for all damage, repairs and towing costs resulting from the usage of roads not suitable for the driven Rental. Other damage to the driven rental include;
 - Body work : dents or scratches, other than small scratches or chips, rust aggravated by lack of attention;
 - Upholstery: Stains, burns or tears in seats, carpets;
 - Mechanical: the engine, gearbox, clutch, axles, suspension, steering and brakes not being in good working order;
 - Electrical: lighting and all equipment not being in good working order;
 - Tires: uneven wear of tires, slits in tire walls;
- 6.8. No other vehicles or third party involved in a collision unless exceptional circumstances apply.
- 6.9. Not reporting the collision to Europcar and the nearest Police Station within 24 hours.
- 6.10. Failure to obtain authorisation from Europcar and effect payment for the extension of the contracted rental period.
- 6.11. Failure to report the theft of a vehicle to Europcar and a Police Station within 6 hours of the event.
- 6.12. Failure to produce the vehicle keys in the case of theft unless exceptional circumstances apply.
- 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 unlawful goods
- 6.15. Using the vehicle for agricultural purposes without prior authorization.
- 6.16. Acceptance of Collision Damage Waiver does not cover the Renter for towing charges.

7. DAMAGE/THEFT/LOSS

- 7.1. 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 and within 6 hours in the case of loss/theft. A Police Services Case Reference number must be obtained from the Police Station.
- 7.2. An Incident Report must be completed which is obtainable from any Europcar branch.
- 7.3. Where the vehicle is not drivable, phone the Europcar number which is on your rental agreement and an authorised towing company will be appointed to uplift the vehicle.
- 7.4 Europcar reserves the right to provide a replacement vehicle.
- 7.5. Europcar will not take responsibility for personal belongings left in the vehicle, stolen or lost during an incident.

8. THIRD PARTY CLAIMS

- 8.1 Should the Renter be involved in an accident where the fault was not that of the Renter/driver, the Renter is still responsible and liable for the limited liability amount until a third party recovery has been made by Europcar. Europcar will reimburse the Renter the amount paid less the assessment, towing and claim handling fee.
- 8.2 If the damage and loss waivers are accepted and no factors apply to negate the waivers then Europcar shall settle third party claims as follows: The Company is liable for the first ZMK 250,000 (Two hundred & fifty thousand Kwachas) of the claim whereafter The Renter will settle the difference. This settlement is further limited to direct damage caused and excludes consequential loss.

9. TRAFFIC FINES and TOLLING FEES

9.1. Should the Renter disobey traffic regulations which results in a fine, such amounts will be directed to the Renter upon receipt and the Renter will be charged a fine handling fee in addition to the fine.

9.2 All toll fees charged during the rental period will be directed to the Renter.

10. DEPOSITS- LIMITED LIABILITY AND FUEL

10.1. A deposit depending on the method of payment for the applicable limited liability, fuel, toll fees or any sundry fees is required on initiation of the rental. The Renter must be in possession of a credit card irrespective of product selection.

10.2. Each vehicle is refuelled on termination irrespective of whether Renter has filled the fuel tank or not and the Renter may be liable for an additional refuelling charge.

10.3 Europcar may debit the Renter's account, credit card at a later time should there be extra charges which Europcar were not aware of at the issuing of the invoice or if at the initial debit there were insufficient funds to cover the full amount of invoice.

11. TOLLS, DELIVERY & COLLECTION

11.1 **NOTE:** any toll fees, fuel or game park entrance fees will be billed in addition to a delivery or collection charge

11.2 It is the Renter's responsibility to ensure that they are familiar and aware of the terms and conditions relating to e-toll payments and consequences of non-payment. A copy of the e-tolls terms and conditions is available free of charge. Europcar will not take responsibility for any toll fees incurred by the Renter during the rental period and any such charges including, but not limited to, loss/damaged tag fees will be billed to the Renter.

11.3. The Renter shall take delivery of the vehicle at the place specified on the Rental Agreement. The Renter shall have no claim against Europcar if the vehicle is not available for delivery, other than a refund of any amount paid or pro rata thereof.

11.4. On the return date the Renter shall return the vehicle at Renter's risk and expense to Europcar at the place specified in the Rental Agreement and the keys must be handed to a Europcar authorized representative and the vehicle parked in a designated parking bay and locked. The vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear accepted.

11.5. The vehicle shall be at the Renter's sole risk from the date of delivery up and until the vehicle is returned to Europcar.

11.6 By the Renter's signature hereto the Renter acknowledges that the vehicle is delivered by Europcar free of any damage whatsoever and in good order and repair unless such damage is recorded in writing and signed by the Renter on the Rental Agreement or on the vehicle condition document.

11.7 In the event of the vehicle's keys being placed in a drop-off safe as a result of the designated return location being closed, then the parked vehicle shall be at Renter's sole risk of loss or damage until Europcar has recorded the return thereof.

11.8. Failure to return the vehicle in terms of this agreement shall constitute illegal possession by Renter and Europcar may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof.

12. OPTIONAL ACCESSORIES

12.1. These are available on request at the time of reservation or rental and any fees or applicable limited liability amount will be charged to the Renter at the time of rental.

12.2. In the interest of safety Europcar representatives will not fit any accessories for the Renter; the Renter is responsible for the fitting of any accessory rented.

12.3. The company is not responsible for compliance with Mine Safety Regulations and any additional equipment required will be charged.

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 will immediately negate all waivers.

13.2 Additional rental days together with an overdue rental administration fee will be charged directly to the Renter's account or credit card at the prescribed rate

13.3. Any Rental Term lasting more than one month will require the Renter to provide a kilometer reading at the end of each month which will be used to close off the Rental Agreement to facilitate monthly billing. Another Rental Agreement will be opened using the closing odometer reading from the previous month and the same process will be repeated until the Rental is returned and will be referred to as a ROLLOVER. The signing of the first Rental Agreement will constitute agreement to the validation of any subsequent Rental Agreements and their Terms and Conditions raised in the abovementioned procedure.

14. CROSS BORDER TRAVELLING, FEES AND LIMITED LIABILITY

14.1. Crossing the Zambian border with our vehicles is prohibited.

14.2. An additional fee will be levied should an accident/theft occur outside the borders of Zambia, and a full repatriation fee will be levied.

15. EXEMPTION:

15.1. Europcar shall not be liable for any damage or loss, whether direct or indirect, arising out of any defect in or mechanical failure 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 in or left in the vehicle or any other damages or loss as a result of the conveyance of the driver and/or any other passengers. 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.