

GENERAL RENTAL TERMS AND CONDITIONS

2020-07-16

Relates to passenger cars & lightweight vehicles of up to 3.5 metric tons.

Approved by the Swedish Car Rental Association [Biluthyrarna Sverige] for the vehicle rental sector

1. Use of vehicle

A copy of the Rental Agreement shall be stored in the vehicle during the rental period and be produced upon demand to police officers, customs officers or other person representing the lessor's interests. The vehicle may be used for normal driving within Sweden by the lessee. The special written permission of the lessor is required for another person to drive the vehicle. The lessee is responsible for the person driving the vehicle being authorised to drive the vehicle. If the lessee wishes to use the vehicle outside Sweden, this may only be permitted following the lessor's written approval. The lessee is aware that his right to control the vehicle under the rental agreement ceases immediately if he attempts to drive the car out of Sweden without the lessor's written permission. This means that the Police/Customs or other party acting in the interests of the lessor are entitled to take possession of and hold the vehicle. The lessee is responsible for all of the costs that the lessor may incur if the lessee or the party acting in his place has unlawfully driven the vehicle outside Sweden or in countries not approved in writing by the lessor. The lessee may not rent the vehicle to anyone else. It is not permitted to use the vehicle to transport passengers or goods for payment. The vehicle may not be used for jump starting, towing, pushing or in any other way to move another vehicle. It is not permitted to use the vehicle for racing.

2. Rental charges and delays in payment

The rental charge for the vehicle is stated on the rental agreement. The lessee is responsible for paying rental charges. In the event that rental charges are to be paid by someone other than the lessee (e.g. if the invoice is issued to a legal person), the lessee is still jointly liable, by entering his signature, for paying all costs referable to the rental. The lessor has the right to request a deposit amount in addition to the rental cost. The lessor may carry out a credit report on the lessee. Upon completion of the credit report, the lessee receives a copy of the information from the credit reporting company. The credit information does not affect the lessee's credit rating.

The lessor is entitled to subsequently invoice the lessee for costs referable to the rental. The rental charges do not include the cost of consumable liquids such as oil, windscreen washer fluid and fuel. If the vehicle is returned without a full tank of fuel, the lessee will be charged for the fuel necessary to fill the tank. The cost will be the current price according to SPBI's average selling price +30%. For vehicles running fully or partly by electricity the lessee will be charged actual cost + 30% for recharging to the same level the vehicle had at pick up. The vehicle's battery shall be seen as full when charged to 80% or above. When issuing invoices, the lessor is entitled to impose an invoicing charge of SEK 100 (incl. VAT).

Penalty interest according to an interest rate corresponding to the reference rate applied at any given time by the Riksbank (Swedish central bank) plus eight percentage points (8%) together with, when applicable, a reminder charge of SEK 60 (incl. VAT) is payable if the lessee does not pay the rental charges on the due date.

3. Delay in or failure to deliver

The lessor shall provide the vehicle on the agreed date and at the agreed time. If the lessor cannot fulfil this, the lessee is entitled to a reduction in the rental charge corresponding to the delay or is entitled to revoke the agreement if the delay is of fundamental importance to the lessee.

The lessee is not entitled to revoke the agreement if the lessor immediately offers another acceptable vehicle without obvious inconvenience to the lessee.

The lessor is released from liability to pay compensation if he can show that the delay results from circumstances outside his control that he could not reasonably have anticipated when the agreement was concluded and whose consequences he could neither reasonably have avoided/overcome. Compensation is not payable for **business losses or consequential losses** incurred.

4. Care of the vehicle

The lessee is responsible for the vehicle being well looked after and shall ensure that it is kept in a roadworthy and lawful condition. Oil, cooling water and tyre pressure shall comply with the specified recommendations contained in the instruction manual and the correct fuel for the vehicle used. The lessor is entitled to invoice the lessee or the nominated payor for all costs referable to defects relating to the way the vehicle has been used. If the vehicle in the case of a monthly rental is used for a distance of more than 3 000 kilometres, the lessee shall ensure that prescribed service inspections are performed at a workshop nominated by the lessor and that a stamp is entered into the service book. The lessor shall upon enquiry be able to provide information about when the service inspection is to take place. The cost of the service inspection will be reimbursed by the lessor. In the event that the service of the vehicle has not been performed in accordance with the lessor's rules, the lessee will be invoiced for SEK 25 (incl. VAT) for each 10 kilometres that exceeds the service interval as referred to in the vehicle's instruction manual. The lessor is entitled to inspect the vehicle during the rental period, if he has reasonable cause to assume that his right of ownership is in jeopardy or there is a significant risk of a reduction in value above and beyond that following from normal use. Smoking or transporting animals in the vehicle is not allowed; in the event of violation a charge will be imposed for hygienisation of the vehicle. The vehicle may not be overloaded, driven cross-country or on unploughed roads or in any other place where there is a risk of damage to the vehicle. The lessee will park the vehicle in a place that is safe from malicious damage.

5. Measures to be taken in the event of faults, damage or theft

The lessee shall notify the lessor immediately of any faults or damage to the vehicle and also of theft during the rental period. The lessee shall observe and comply with the vehicle's warning system. Following such notification, the lessor shall notify the lessee of the measures to be taken.

The lessee shall notify the lessor in the event of a claim. In the event of the theft of the vehicle or keys and also when the vehicle has been damaged by an unknown person, it is an obligation of the lessee to report this to the police at the place where the theft/damage occurred and send a copy of the report to the lessor. In the event of a failure to perform the above, the lessee is responsible in relation to the lessor for any damage that has been thereby sustained.

6. Liability of the lessor in the event of a breakdown or damage

The lessor is responsible for the vehicle being in a roadworthy and lawful condition. If a fault or breakdown occurs during the rental period as a result of the condition of the vehicle, the lessee is entitled to a reduction of the rental charge or, if it is of fundamental importance to him, the lessee is entitled to revoke the agreement. However, the agreement may not be revoked if the lessor has, without unreasonable delay after being notified of the fault, arranged for the vehicle to be repaired or has provided a replacement vehicle of the same or of a similar type as the vehicle rented and the lessee has not had any particular reason for rejecting the offer.

If the vehicle breaks down as a result of damage caused by a road traffic accident or damage to the vehicle which makes it impossible to continue the journey or if the vehicle is stolen, the agreement shall be revoked after the lessee has contacted the lessor and, in the event of theft, has reported the theft to the police.

7. Liability of the lessee in the event of a violation of road traffic and parking provisions

The lessee is responsible in relation to the lessor for any financial sanctions on account of a violation of road charges, overloading, toll charges, road traffic or parking provisions that the lessor may incur in his capacity as the owner of the vehicle.

However, this does not apply if the violation results from such deficiencies to the vehicle of which the lessee was neither aware nor ought to have been aware. Congestion charges are included in the traffic and environmental fee; a fixed fee will be charged for increased road tolls for rentals that begin in Greater Stockholm or Gothenburg.

If the lessee does not pay any fines, costs or charges referable to the vehicle rental incurred owing to violations for which he is responsible within the due time and the lessor is instead, in his capacity as owner of the vehicle, compelled to pay these amounts, the lessor is entitled to charge the lessee the amount charged plus and surcharges charged by the issuer. The lessor is entitled to impose an administrative charge of SEK 250 (incl. VAT) for each matter.

A charge of SEK 250 (incl. VAT) will be invoiced also in respect of communications to public authorities in respect of speed violations registered.

Safety seats are required by law in Sweden for children up to 135 cm.

8. The lessee's liability for damage to or loss of the vehicle

The lessee is responsible for damage to or loss of the vehicle during the rental period with the limitation resulting from this paragraph and paragraph 9. Damage refers to loss of the vehicle, and to any damage that occurs to the vehicle during the rental period. Normal wear and tear or defects in the vehicle do not constitute damage.

Notwithstanding the lessee's strict liability, the lessee does not need to compensate the lessor for damage if identified counterparty or his insurance replaces the lessor for the damage. If the lessee is a consumer, i.e. a person acting principally for purposes which are outside the scope of business, the lessee is not responsible for damage to the vehicle if he can prove that the damage was not caused by the negligence of the lessee.

In the event of damage, the lessee has an obligation to immediately report the damage to the lessor. Within two weeks from the time of the damage, or at the latest when returning the vehicle if the return takes place earlier than two weeks from the time of damage, the lessee shall leave to the lessor a fully completed claim notification. In addition, the lessee has an obligation to contribute to the investigation of the damage, including notification to insurance companies and to the police.

9. Liability of the lessee and his obligation to pay compensation in the event of damage to or loss of the vehicle and also with driving outside Sweden without the permission of the lessor

	Claims cost	Collision Damage Waiver (CDW)	Theft Damage Waiver (THW)	Full accident and damage protection (SPCDW)
Damage to the vehicle	SEK 15 000:-	(SEK 8 750:-)	(SEK 15 000:-)	(SEK 0:-)
Third party deductible, caused by lessee	SEK 15 000:-	(SEK 8 750:-)	(SEK 15 000:-)	(SEK 0:-)
Theft	SEK 15 000:-	(SEK 15 000:-)	(SEK 6 000:-)	(SEK 0:-)
Theft using key	SEK 100 000:-	(SEK 100 000:-)	(SEK 100 000:-)	(SEK 100 000:-)
Fire damage	SEK 15 000:-	(SEK 8 750:-)	(SEK 15 000:-)	(SEK 0:-)
Glass damage	SEK 15 000:-	(SEK 8 750:-)	(SEK 15 000:-)	(SEK 0:-)
Towing and recovery	SEK 15 000:-	(SEK 5 000:-)	(SEK 15 000:-)	(SEK 0:-)
Supplement for overhead damage	SEK 5 000:-	(SEK 5 000:-)	(SEK 5 000:-)	(SEK 5 000:-)
Supplement for specific vehicles* and claim component**	SEK 2 000:-	(SEK 2 000:-)	(SEK 2 000:-)	(SEK 0:-)
Driving abroad without permission	See Clause 1			

*Requested vehicle PWAR, PWBR, RFBR, LWBR, LVMR, LVAR, XPBR, VPAD, VMAD, VGAR, VGAD, GVBR, VMIA, VMJW, VGJW, UDBR, WFBF, VGAE and paid upgrade to these vehicles.

**Damage to the vehicle, Third party deductible, caused by lessee.

The lessee undertakes to read and approve the claims documentation ("Delivery note") as directed by the lessor prior to departure. Supplementary equipment rented is not covered by the Collision damage waiver (CDW)/Theft damage waiver (THW)/Full accident and damage protection (SPCDW). The lessee may for separate insurance charges, Collision damage waiver (CDW) and Theft damage waiver (THW) reduce his or her liability to pay compensation for each item of damage/theft. With these insurances the lessee's obligation to pay compensation is limited to the amount stipulated in brackets within the respective claim component.

The lessee may also purchase insurance Full accident and damage protection (SPCDW), which eliminates the costs of loss claims specified above. The Full accident and damage protection insurance is only available if the lessee has purchased CDW and THW from Europcar.

Insurance Collision Damage Waiver (CDW), Theft Damage Waiver (THW) and Full Accident & Damage Protection (SPCDW) is provided by Codan Forsikring A/S through branch Trygg-Hansa Försäkring, 516404-4405. Full terms are available at www.tryggghansa.se/europcar. VAT is not paid on the insurance premium. The premium is paid via Europcar.

When claiming under the vehicle's legal protection insurance, the lessee is charged with the deductible according to the insurance company's conditions, regardless of whether CDW/THW/SPCDW has been bought. CDW/THW/SPCDW does not apply to damage that has been incurred outside Sweden. If the lessor has approved use in another country, CDW/THW/SPCDW is extended to the country/countries in question. CDW/THW/SPCDW does not apply if the vehicle is stolen with the key.

For CDW/THW/SPCDW to apply, the lessee must satisfy the ordinary obligations in relation to claims cases, for instance immediately submit a claims report to the lessor. In the case of parking damage, or if another vehicle driver has hit and run, it is necessary to report this to the police and if possible get details from witnesses.

If the driver is aged under 24 and is at fault for collision damage, a 'youth deductible' of SEK 2 500 (incl. VAT) is payable in addition to that mentioned above and regardless of whether the lessee has bought CDW/THW/SPCDW.

The purchase of CDW/THW/SPCDW does not release the lessee from liability for repair costs for damage that has arisen from carelessness, for example a carelessly loaded vehicle, stained or damaged interior fittings, broken controls, use of wrong fuel and comparable. Nor does CDW/THW/SPCDW apply to missing equipment, such as privacy shades, etc.

The lessor may, within 14 days after despatch (via e-mail or letter) of the documentation supporting the charges, contest damages identified when the car was returned. If the lessor does not contest the damages within the specified 14-day period, the lessee reserves the right to charge the lessor for the cost of repairs or the cost of damages according to the table above. If the lessee feels the damage case was incorrectly assessed, the lessee should refer to the European Car Rental Conciliation Service (ECRCS) (<http://www.ecrcs.eu>) which administers matters for EU citizens who have rented a car in another EU country. If the lessee chooses to contest the damages directly with the lessor, the lessor will administer the matter in accordance with the process applied by ECRCS.

10. Limitation of damage

It is an obligation of both the lessee and the lessor to take reasonable measures to limit their damage. If this is not done, each must bear their respective share of the costs.

11. Return

At the end of the rental period, the lessee shall return the vehicle to the place from which it was collected or to a place that has been specially agreed. Upon return, the vehicle shall be handed over in the same condition as when it was collected, apart from normal wear and tear. The lessor and lessee shall jointly inspect the vehicle if possible to assess its condition.

If the vehicle upon return is found to have been neglected or very dirty beyond what would ensue from normal use, the lessor is entitled to impose a reasonable charge for the reinstatement of the vehicle.

The vehicle shall be returned during the lessor's normal opening hours, unless otherwise agreed. If the lessee does not return the vehicle in accordance with the agreement, the lessee shall always be liable to compensate the lessor for the costs necessary to return the vehicle to such place where it can be put into use by the lessor.

In addition, the lessee is liable to pay further rental charges in accordance with the agreement in the event of a delay in the return that does not fall within the ambit of the lessor's liability under Clause 6. The grace period for late return without incurring an additional 24-hour rental charge is 30 minutes. The lessor is not entitled to invoke any rights as a result of a delay in returning the vehicle if such failure to return the vehicle or to request an extension of the rental period is due to death, serious illness or other similar circumstance.

It is prohibited subject to criminal liability to use the vehicle after the rental period has expired.

12. The lessor's right of termination, etc.

The lessor is entitled to revoke the agreement if

- The lessee does not fulfil his payment obligations in relation to the lessor and does not pay within a reasonable time after the lessor has reminded the lessee of the default;
- The vehicle has been subjected to abnormal driving or has been neglected in such a way that there is a significant risk of a decrease in value;
- The lessee otherwise disregards a provision of this agreement, the observation of which is of fundamental importance to the lessor;
- The lessee's driving licence has been withdrawn.

13. The Swedish Car Rental Association's information list

A lessee (and/or driver) who breaches the above terms and conditions or in some other way causes the lessor damage shall be routinely reported to the Swedish Car Rental Association's information list. This information list is distributed to car rental firms affiliated with a recommendation not to rent vehicles to the persons stated in the list. The processing of personal data is conducted in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR). Members of the Swedish Car Rental Association comply with the Payment Card Industry (PCI) Act.