

# EUROPCAR BELARUS - TERMS AND CONDITIONS OF HIRE

## Table of content

TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY? .....	2
WHO CAN RENT AND WHO CAN DRIVE? .....	2
Who can rent? .....	2
Who can drive? (the "Driver") .....	2
MUST I LEAVE A DEPOSIT BEFORE PICKING UP THE VEHICLE? .....	3
WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?.....	3
WHAT SHOULD I DO IN CASE OF TRAFFIC ACCIDENT? .....	4
WHAT IS EXPECTED OF ME REGARDING THE VEHICLE MAINTENANCE? .....	5
WHAT ARE THE OBLIGATIONS OF EUROPCAR? .....	5
WHAT ARE THE MOBILITY SERVICES INCLUDED IF I RENT A VEHICLE ONLY? .....	5
WHAT ARE OTHER CHARGES/FINES THAT I MAY HAVE TO PAY? .....	6
"Out-of-hours" Service .....	6
Fines.....	6
WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT? .....	7
OBLIGATION OF THE LESSEE TO RETURN THE VEHICLE .....	7
WHAT IS THE FUEL POLICY? .....	8
PAYMENT .....	8

## VEHICLE RENTAL TERMS & CONDITIONS EUROPCAR BELARUS

### 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 authorized 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; Europcar prefers non-cash payments.

Payment methods accepted by Europcar Belarus	
Credit Cards	Visa or MasterCard
Voucher	
Cash	Belarusian Rubles only

And

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

#### Documents required by Europcar

- Passport
- Driving license in Latin characters valid in Belarus (local, European and/or international driving license or certified translation)

#### 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 license for the requested period and has the minimum age of **21**

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 held 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 neither You nor the unauthorized driver will be covered by any insurance or Options and from Protection Packages Europcar eventually undersigned (only the Third party Liability insurance, that is mandatory by law, will apply).

### **3) MUST I LEAVE A DEPOSIT BEFORE PICKING UP THE VEHICLE?**

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 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 deposit is intended to cover additional rental costs.

The rule of calculation applied to determine the deposit amount is explained on the Europcar website in a dedicated section and might be clarified at the counter.

For the deposit Europcar accepts credit cards (VISA or MASTERCARD only) that have the relevant characters embossed (raised above the card's surface).

If no additional rental cost is identified, then the deposit will be refunded at the end of the rental.

### **4) WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?**

The Lessee shall guarantee that:

1. it is entitled to drive a vehicle being a subject of the Contract in accordance with the applicable legislation;
2. it was not subjected to deprivation of right to drive the vehicle both in the territory of the Republic of Belarus and abroad;
3. it does not have any physical and/or mental diseases or disorders preventing driving a motor vehicle;
4. with respect to the Lessee:
  - there are no effective judicial decisions concerning prohibition to drive the motor vehicles in the territory of the Republic of Belarus and abroad;
  - there are no legal proceedings regarding breach of traffic safety and vehicle operation;
  - there is no criminal proceedings in connection with the breach of traffic rules and (or) vehicle operation rules by the Lessee.
5. it was not brought to responsibility for drunk driving or for driving in the state caused by drugs, psychotropic substances, their analogues, toxic and other intoxicate substances.

The Lessee shall be obliged to lay all claims to the defects revealed during acceptance of the Car. All revealed defects should be reflected by the Lessee in the Contract when the Car is transferred.

The Lessee shall be obliged to compensate the Lessor for the damage caused to the Car during the whole rental period, including non-derived income connected with impossibility to rent the Car during repair.

The Lessee shall provide safety of the Car during the rental period. If it is not under operation, the Car should be locked and alarmed (if available). All windows, doors, hatch, hood, fuel tank hole, boot lid and drop head should be closed. The documents (registration certificate, inspection sticker, OSGO insurance policy) should not be kept inside the Car.

The Lessee shall bear expenses on maintenance of the Car as well as on purchase of the necessary type of fuel, maintenance of the required level of windshield washer liquid, inspection and maintenance of the required level of engine oil, pressure in tires and level of cooling liquid.

On the Lessor's request, the Lessee shall be obliged to turn in information about location of the Car. It shall be forbidden to transfer the Car out of the bounds of the Republic of Belarus except as otherwise provided herein.

The Lessee shall not be entitled to use the Car for the unintended purposes. The Lessee shall be obliged not to use the Car for towing, racing and bushbasing, for driving training, for cargo transportation with breach of customs rules or by other illegal way as well as for any other purposes contradicting the applicable legislation of the Republic of Belarus. It shall be forbidden to drive a car when ill or tired, under the influence of pharmaceuticals decreasing attention and perception reaction time as well as when intoxicated.

It shall be forbidden to dispose of the Car in any form, including rent, conclusion of other contracts for usage of the Car with the third parties. It shall be forbidden to use the Car for private tax service. It shall be forbidden to remove or modify any external marks certifying the ownership to the Car. It shall be forbidden to transfer the rights hereunder to the third parties.

The Lessee shall not be entitled to perform any repair works without the written consent of the Lessor.

The Lessee shall be obliged to pay the parking, all fines and other penalties imposed during operation of the Car at its own expense. In case the Lessor pays these amounts, the Lessee shall be obliged to compensate the mentioned expenses to the fullest extent within \_\_\_ days after receipt of the Lessor's claim.

The Lessee shall bear responsibility for all claims and complaints resulting from non-observance of the terms of the Contract concluded by the Lessee and Lessor as well as for all claims related to violation by the Lessee of the traffic rules and vehicle operation rules committed during validity of the Contract.

The Lessee shall be obliged to inform the Lessor about all cases of damage of the Car or its abnormal operation as well as theft of the Car and its loss for other grounds. In case of threatened damage or breakage of the Car, the Lessee shall be obliged to terminate to operate the Car.

#### **5) WHAT SHOULD I DO IN CASE OF TRAFFIC ACCIDENT?**

In case of damage of the Car or traffic accident, the Lessee shall be obliged to:

- call the traffic police immediately;
- receive a copy of the report with the detailed list of damages caused to the car,
- record addresses and phone numbers of witnesses,
- within 2 days provide the Lessor with all documents required for insurance indemnity.

In case of damages caused by natural disaster or actions of the third parties (theft, vandalism, etc.), the Lessee shall be obliged to:

- apply to the bodies of the Ministry of Internal Affairs.
- within 10 days provide the Lessor with the relevant documents received from the employees of the bodies of the Ministry of Internal Affairs.

In case of loss of the Car (under any circumstances), the Lessee shall be obliged to:

- apply to the nearest department of the Ministry of Internal Affairs immediately.
- return the registration certificate and keys to the Lessor.

The Lessee shall compensate the Lessor for the damage to the amount to be determined by the Lessor in the following cases:

- if damage or loss of the Car are caused by the circumstances not being the insurance cases;



- if the insurance indemnity is less than the damage amount caused to the Lessor's property;
- if the Lessee does not observe the terms of the Contract;
- if the Lessee breaks the insurance rules resulted in refusal of the insurer to pay the insurance indemnity.

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 service, included in the price of Your rental. In the mentioned cases You should contact our **Emergency Management** service under the telephone number **+375 29 1336553**.

## **6) 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 **+375 29 1336553**.

Any modification to or mechanical interventions on the Vehicle are forbidden without Europcar's prior written authorization. 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.

## **7) WHAT ARE THE OBLIGATIONS OF EUROPCAR?**

The Lessor shall guarantee that the Car is in good condition and can be used for its intended purpose as from the date of rental. No breakage of the Car during the rental period shall be considered as violation (non-fulfillment) of obligations of the terms hereof by the Lessor.

When it is revealed that the Car is out of service, the Lessor shall be entitled to replace it with the similar or other Car at its option.

The Lessor shall not be responsible for losses inflicted due to defects and breakage of the Car caused not due to the fault of the Lessor as well as for the damage inflicted to the property that was left in the Car by the Lessee or other persons.

The Lessor shall be entitled to terminate the Contract earlier and demand for immediate return of the car if the Lessee violates any terms hereof as well as if the Lessee provides unreliable data during conclusion of the Contract. In this case, the Lessee shall be obliged to return the Car to the Lessor immediately after receipt of the Lessor's notification of termination of the Contract.

Together with the Car, the Lessor shall submit a logbook, inspection sticker, insurance certificate and key of the Car to the Lessee. If the Lessor does not fulfill (fulfills improperly) this provision, the Lessee shall indicate it in the Contract.

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

The basic rental charge includes the following mobility services:

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

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:

- o The rental charge for the Vehicle for the agreed number of calendar days (this will include the standard mobility services above mentioned)
- o The rental period depending from the agreed tariffs calculated non divisible from the time of pickup of the vehicle
- o VAT

## 9) WHAT ARE OTHER CHARGES/FINES THAT I MAY HAVE TO PAY?

### a) "Out-of-hours" Service

Europcar has a possibility to provide You with the pick-up and drop-off services even out of the opening hours of the stations. In case you need a Europcar staff member to meet you at the out-of-hour's time, the following additional charges will apply to your rental agreement:

Europcar Station	Opening Hours	Out-of-hours Fee
Minsk International Airport	10:00 – 19:00	18 EUR
Minsk Downtown	09:00 – 18:00	
Minsk Railway Station	08:00 – 17:00	
Brest Downtown	09:00 – 18:00	

If You opt for this "out of hours" service for the moment of a vehicle drop-off, but refuse to pay the additional After Hours fee - Europcar is entitled to draw a Vehicle condition report without your presence and after the drop off the keys.

In particular, You are to declare any incident and/or Damage that affects the conditions of the Vehicle on the document that you can find in the vehicle documents folder in the glove box of the vehicle.

Depending on the available systems and the information that You will have received from Europcar, this document must be leaved into the Vehicle or returned with the keys in the "keys drop off box" provided for that effect.

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. The vehicle documents remain in the glove box of the vehicle. Providing that the Vehicle is inspected at a later stage – during opening hours of the station – Europcar recommends You to take photographs of the Vehicle in order to keep evidences of the date and state of return of the Vehicle once it is parked and before the drop off of the keys.

### b) Fines

In case of violation of these Terms and commitment of actions deteriorating the Car, the Lessee shall pay the Lessor fines in the following amounts:

if the Lessor should process the request of the State Automobile Inspection of the Directorate of Internal Affairs upon recording of violation - 10 EURO;



in case of smoking in the Car – 60 EURO;

in case of damage of seat upholstery – 100 EURO;

in case of damage of compartment covering – 100 EURO;

in case of wheel damage – 550 EURO;

in case of loss of a key – 150 EURO;

in case of loss of a number plate -100 EURO;

in case of loss of a logbook – 50 EURO;

in case of loss of an insurance certificate – 20 EURO;

in case of loss of an inspection sticker – 20 EURO;

in case of loss of accessories – 150 EURO;

in case of return of the car with less fuel quantity – 60 EURO;

in case of return of the car at the uncoordinated place – 550 EURO

in case of untimely return of the Car – 30 EURO;

in case of establishment of the fact of driving under the influence of alcohol, drugs or other intoxicants (except for all fines imposed by the traffic police or other executive bodies) – 2000 EURO

Payment of fine sanctions shall be made in the currency of the Contract at the rate of the National Bank of the Republic of Belarus specified on the payment date.

#### **10) 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 +375 29 1336553.
- Go to the nearest Europcar Station for the re-issuance of the Rental Agreement showing the different terms and conditions of the rental;
- Pay for the rental and any additional cost.

#### **11) OBLIGATION OF THE LESSEE TO RETURN THE VEHICLE**

The Lessee shall be obliged to return the Car at the same place where the Car was transferred to the Lessee by the Lessor on the date of conclusion of the Contract. The Car should be returned during the rental period specified in the Contract, and in case of early termination of this Contract – immediately after its termination. Together with return of the Car, the Lessee shall be obliged to return all things transferred to it.

By agreement of the parties, the Lessee shall be entitled to return the Car to the Lessor at the other place than mentioned in the Contract. In this case, the Lessee shall be obliged to compensate the Lessor for all expenses incurred by it in connection with delivery of the Car to the place determined.

Return of the Car to the Lessor shall be confirmed by the appropriate marks in the Contract.

If the Lessee fails to return the Car at the time stated in the Contract, the Lessor shall be entitled to file an application for theft of the Car to the bodies of the Ministry of Internal Affairs of the Republic of Belarus.



The Lessee shall be obliged to return the Car with the fuel margin not less than as of the date of transfer of the Car to the Lessee.

### **12) WHAT IS THE FUEL POLICY?**

All Vehicles are supplied with a full or partially full tank of fuel.

If You have not returned the vehicle with a full or the same amount of fuel as it was at the time of pick-up, You will be charged with the cost of the missing fuel including a refueling charge.

### **13) PAYMENT**

The Lessee shall pay the Lessor's services at the rates established by the Lessor and specified in the Contract. The services shall be paid on the date of transfer of the Car to the Lessee.

In case of untimely return of the Car to the Lessor, the Lessee shall pay a rent for the whole overdue period calculated in accordance with the Contract, and fine in the amount specified in the Contract. Untimely return shall be delay in the Car return for more than 1 hour.

The Lessee shall pay the Lessor a pledge as of the date of conclusion of the Contract in the amount specified in the Contract in order to ensure fulfilment of its obligations under the Contract. The pledge shall be returned to the Lessee when it fulfills all its obligations under the Contract.

**Version June 2017**