

**Avis Preferred  
Terms and Conditions**

## Acknowledgments

The following acknowledgments in respect of jurisdiction, preferences, insurance, waivers and rentals in the countries indicated below relate to particular clauses in the Terms and Conditions. It is important you read and understand these acknowledgments, as well as the Terms and Conditions which follow.

Please note that capitalised terms have the meaning given to them in the Terms and Conditions.

### **Jurisdiction (clause 1(d))**

You acknowledge that the Terms and Conditions of each Avis Preferred Rental Agreement shall be governed by and construed in accordance with the laws of the country in which the Avis Licensee gives possession of the Vehicle to you. You hereby submit to the exclusive jurisdiction of the courts of such country.

### **Changes to the Terms and Conditions (clause 7 and 16)**

You acknowledge that you have read, understood and accept that Avis may change these Terms and Conditions, Avis Preferred or the Loyalty Programme by publication on the Avis website in accordance with Clauses 7 and 16 of these Terms and Conditions.

### **Termination (clause 8, 17 and 27)**

Your attention is drawn to both your and Avis rights to terminate the Avis Preferred programme, the Loyalty Programme, the Avis Preferred Rental Agreement and/or any other services or offers in accordance with Clauses 8, 17 and 27.

### **Rental Preferences (clause 19)**

You acknowledge that every time you rent a Vehicle, the Avis Preferred Rental Agreement will incorporate the rental preferences you select in relation to matters such as car type, payment method, invoicing preference and the purchase of additional products or services. The preferences that will apply to each Vehicle rental will be as follows:

- (a) any preferences and terms specified in the relevant rate/product terms and conditions (which will be available when you book each rental - you will read and understand them before you enter into each Avis Preferred Rental Agreement); and
- (b) to the extent that preferences are not specified in the rate/product terms and conditions, the preferences you select whilst making your booking; and
- (c) to the extent that preferences are not specified in the rate/product terms and conditions or selected during booking, the preferences you select in your Customer Profile; and
- (d) any additional terms and conditions agreed by the Avis Licensee and you in relation to the purchase of additional products and services before or during the Avis Preferred rental, or on return of the Vehicle.

### **Debiting of Charges (clause 22)**

You hereby authorise all Avis Licensees with whom you enter into Avis Preferred Rental Agreements to debit all charges set out in Clause 22 of the Terms and Conditions from your debit, credit or charge card, details of which you have included in your Customer Profile.

### **Insurance/Waivers and Coverage Preferences (clauses 26)**

You hereby acknowledge that you have read, understood and accept the provisions of the Avis Preferred Rental Terms and Conditions relating to vehicle cover and insurance preferences.

You have read and you understand the Summary of Vehicle Cover and Insurance provided at the end of the Terms and Conditions. You hereby acknowledge that the coverage that will apply to each rental will be:

- (a) any coverage included in the rate applicable to any rental or that is mandatory in the country of rental; and

- (b) if no coverage is included or mandatory, the coverage you select whilst making your booking; and
- (c) if no coverage is included or mandatory, nor selected during booking, the coverage you select in your Customer Profile.

### **Limitation of Liability (clause 28)**

You hereby acknowledge that you have read, understood and accept the provisions regarding limitation and exclusions of liability set out in Clause 28.

### **Rentals in Particular Countries**

The following additional acknowledgments apply for rentals in the country indicated:

#### **Austria**

You hereby acknowledge that you have read, understood and accept the provisions of the Avis Preferred Rental Terms and Conditions, and in particular Clauses 4, 22, 27 and 28.

#### **Italy**

Pursuant to Sections 33 to 38 of the Italian Consumer Code (Legislative Decree No. 206 of 6 September 2005) you hereby acknowledge that you have read, understood and accept the provisions of the Avis Preferred Rental Terms and Conditions, and in particular the following Clauses:

1(a) (Terms and Conditions incorporated by reference into Avis Preferred Rental Agreements); 1(d) (Jurisdiction); 4 (Indemnity regarding Membership Number); 4(d) (the Avis Licensee's right to terminate); 7 and 16 (Avis' unilateral right to vary the Terms and Conditions); 21(a) (The Avis Licensee may require early return of the Vehicle); 21(b) (Extension of your liability for collision damage and theft); 21(c) (Your obligations); 22 (Charges); 23 (Rental of equipment); 24 (Authorisation to charge costs to you); 25 (electronic invoicing); 26(a) (Extension of terms and conditions of insurance policy to you); 26(b) (Acceptance of Vehicle cover and insurance); 27 (termination); 28(a) (Your liability for property and persons transported by you); and 28(b) (limitation of the Avis Licensee's liability).

#### **Finland**

You hereby acknowledge that you have read, understood and accept the provisions of the Avis Preferred Rental Terms and Conditions, and in particular Clauses 4, 7, 16 and 28.

#### **Luxembourg**

Pursuant to Article 1135-1 of the Luxembourg Civil Code you hereby acknowledge that you have read, understood and accept the provisions of the Avis Preferred Rental Terms and Conditions, and in particular Clauses 8, 17, 21, 27, 28(a) and 28(b).

#### **South Africa**

You confirm that you have been given prior notice in terms of both the Short Term Insurance Act, No. 53 of 1998 and the Long Term Insurance Act, No. 52 of 1998, of your entitlement to the freedom of choice:

- (a) as to whether you wish to enter into a new policy and make it available for the purpose of protecting the Avis Licensee's interests, or wish to make available an existing policy of the appropriate value for that purpose, or wish to utilise a combination of these options; and
- (b) if you wish to enter into a new policy, as to the insurer with which the policy is entered into and as to any person who is to render services as intermediary in connection with the transaction; and
- (c) if you wish to enter into a new policy, as to whether or not the value of the policy benefits to be provided in terms of that policy, when taken in the aggregate with the value of the policy benefits provided under any other policy which is also to be made available and used for that purpose, shall exceed the value of the Avis Licensee's interest.

You further confirm that you have exercised your freedom of choice and that you were not subject to any coercion or inducement as to the manner in which you exercised that freedom of choice.

**Spain**

You hereby acknowledge that each Avis Preferred Rental Agreement will not form until an Avis Licensee passes possession of the Vehicle to you.

**Switzerland**

You hereby acknowledge that you have read, understood and accept the provisions of the Avis Preferred Rental Terms and Conditions, and in particular Clauses 1(d), 4, 17, 22, 24, and 26(c). Furthermore, you expressly declare that for all rentals in Switzerland you accept the place of jurisdiction in Bulach/Switzerland.

## Terms and Conditions

### 1. Effect of these Terms and Conditions

- (a) By agreeing to these Terms and Conditions, using your Membership Number or Card to make reservations, you agree that Terms and Conditions set out herein (as amended from time to time) will apply to your Membership of Avis Preferred and to all Avis Preferred Rental Agreements worldwide.
- (b) Each time you rent a Vehicle using Avis Preferred, the Avis Licensee and you will automatically enter into an Avis Preferred Rental Agreement, which will incorporate these Terms and Conditions. The Terms and Conditions that will apply will be the relevant Terms and Conditions set out below in respect of the country in which the Avis Licensee gives possession of the Vehicle.
- (c) You will indicate your acceptance of these Terms and Conditions for each Avis Preferred Rental Agreement by leaving the rental premises of the Avis Licensee with the Vehicle.
- (d) Each Avis Preferred Rental Agreement will be governed by and construed in accordance with the laws of the country where the Avis Licensee gives possession of the Vehicle to you, and you and the Avis Licensee hereby submit to the exclusive jurisdiction of the courts of that country.

### 2. Definitions

“Avis” means the company to whom you submitted your Membership Form.

“Avis Licensee” means the company operating the Avis Rent A Car System in the location in which you take possession of a Vehicle.

“Avis Preferred Loyalty Programme” means the Avis Preferred loyalty programme which rewards members for frequent rentals based on number of rentals and the associated rental related revenue per twelve month period.

“Loyalty Programme Terms and Conditions” means the terms and conditions which are applicable to your participation in the Avis Preferred Loyalty Programme (to the extent that you have opted to participate).

“Avis Preferred Rental Agreement” means a separate contract between you and an Avis Licensee for rental of a Vehicle, which incorporates the Terms and Conditions.

“Card” means, where issued, a Avis President’s Club , Avis Preferred Plus or Avis Preferred membership card.

“Customer Profile” means your general information and preferences relating to matters such as car type, insurance, invoicing and data protection that you entered on the Membership Form, as updated from time to time by notice to Avis via Avis’ website or otherwise.

“Eligible Rental” means a completed rental eligible pursuant to Clause 13 to be taken into account to determine Rewards earned according the Loyalty Terms and Conditions.

“Membership Terms and Conditions” means the terms and conditions applicable to your membership of Avis Preferred.

“Membership” means membership of Avis Preferred.

“Membership Form” means the application form that you filled out in order to apply for membership of Avis Preferred.

“Membership Number” means the customer number provided by Avis to you upon Avis’ acceptance of your application to become a Member.

“Membership Terms and Conditions” means the terms and conditions applicable to Membership.

“Rental Terms and Conditions” means the terms and conditions applicable to an Avis Preferred rental.

“Reward” means a voucher issued by Avis or an Avis Licensee, at their sole discretion, to recognise a customer’s loyalty under the Avis Preferred Loyalty Programme.

“Terms and Conditions” means these Avis Preferred terms and conditions, including all Membership Terms and Conditions, Loyalty Programme Terms and Conditions and Rental Terms and Conditions.

“Tier” means either Avis Preferred, Avis Preferred Plus or Avis President’s Club.

“Vehicle” means any vehicle to which an Avis Licensee grants you possession for the purposes of rental, even if such vehicle is different to that selected by you during booking or as part of your general preferences selected on your Customer Profile.

“Year” means the period of twelve months from the date of issue of a Card and each twelve month period thereafter.

“you” and “your” refer to the person whose name was entered in the Membership Form.

## **Membership Terms and Conditions Europe, Africa, Middle East and Asia**

### **3. Membership**

- (a) You must be an individual who is at least 21 years of age to apply for Membership.
- (b) Avis reserves the right not to enrol individuals with resident addresses in certain countries and/or regions, which are subject to change. Avis will give reasonable advance notice where the removal of a country and/or region will affect your Membership. Up to date information on countries and/or regions which are not open to Membership is available on the Avis website.
- (c) Membership becomes active upon acceptance by Avis of your application. Membership is offered at Avis’ discretion and Avis may refuse Membership to any applicant.
- (d) Applicants accepted to Membership will be given a Membership Number and may be provided with a Card. You may only maintain only one Avis Preferred account and in the event of duplication, Avis reserves the right to cancel all Memberships (other than the first Membership approved by Avis).
- (e) Where you have opted to participate in the Avis Preferred Loyalty Programme, the Avis Preferred Loyalty Programme Terms and Conditions will apply to such participation in addition to the Membership Terms and Conditions and Rental Terms and Conditions.
- (f) Correspondence will be sent to your last preferred postal and/or the e-mail address provided on Membership Form. Avis reserves the right to provide information, including changes to the Terms and Conditions and/or Avis Preferred only to active members, that is, a person who has rented from Avis or an Avis Licensee using their Membership Number within the previous 12 month period.
- (g) Any correspondence should be sent to [preferred@bsc.avis-europe.com](mailto:preferred@bsc.avis-europe.com)

### **4. Your details**

- (a) You agree to keep secure your Membership Number, password and email account used to sign up to Avis Preferred or subsequently updated by you. You hereby release and indemnify the Avis Licensee from and against any liability for loss or for damage to any property (including costs relating thereto) including damage to any Vehicle resulting from any failure by you to keep secure your Membership Number, password or email account.
- (b) Applications must state your full name and preferred postal and email address for correspondence. The preferred postal mailing address determines the applicability of any local rules or restrictions and eligibility for local promotions.
- (c) You represent and warrant that the information provided on your Customer Profile is true, accurate and complete, and undertake to notify Avis of any changes to any of

that information, including any changes relating to your driving licence or credit, debit or charge card details.

- (d) You may notify Avis of any changes to the information in your Customer Profile by updating your Customer Profile on the Avis website. If any such details change prior to or during an Avis Preferred rental, you must advise the Avis Licensee of such changes immediately.
- (e) Each time you enter into an Avis Preferred Rental Agreement, you are deemed to certify that you hold a valid driving licence and are legally entitled to drive in the country of rental.
- (f) If at any time any such information is not true, accurate or complete in any respect the Avis Licensee may immediately terminate any Avis Preferred Rental Agreement with or without notice. You further agree to indemnify and hold the Avis Licensee harmless from any loss, liability or expense arising out of any failure to so maintain the truth, accuracy or completeness of such information.

#### **5. Use of Cards**

- (a) Applicants accepted for Membership will be eligible to receive a Card upon completion of a set number of rentals. Cards will be valid until the expiry date shown on it.
- (b) Only the member named on the Card may use it or quote the Membership Number. Cards are not transferable in any circumstances.
- (c) The Card is not a credit card. It remains the property of Avis and must be returned if requested.
- (d) You should produce the Card or Membership Number at any time at the request of Avis. Members should add their Membership Number to all bookings at time of booking, or prior to arriving at the station.

#### **6. Data protection**

- (a) Consent to receive marketing materials by post and electronic means is taken at the time of enrolment. Avis or Avis Licensees may from time to time send you promotional materials by such means, setting out details of Avis services and offers from other companies which they believe may be of interest unless you have opted not to be contacted in this way. Any such promotional materials will be sent by the Avis Licensee or other companies operating the Avis Rent A Car System. The Avis Licensee will never release your personal details for marketing purposes to any company that is not a member of the Avis Rent A Car System.
- (b) The Avis Licensee maintains a record of your personal information to assist in the operation of the Avis Licensee's business. The Avis Licensee operates as part of the Avis Rent A Car System and from time to time may share the information provided with other companies (located inside and outside Europe) within the system for transaction processing purposes.
- (c) The Avis Licensee will maintain electronic records of all rental agreements and other transactions that you enter into with the Avis Licensee.
- (d) You have the right to access your personal information, to ask for its rectification and to object (at any time without cost) to the use of personal information for direct marketing purposes. Details on how to do any of these things are set out in Avis' privacy policy on the Avis website.
- (e) The Avis Licensee may disclose your personal information if required by relevant legal authorities or for the purposes of debt collection.
- (f) Your personal information will be controlled primarily by Avis Europe plc (its successors and assigns), whose registered office is at 7 Welbeck Street, London, W1G 9YE, United Kingdom.

## 7. Modification

You accept that Avis shall have the right to vary these Terms and Conditions, the Avis Preferred service or other offers or arrangements including imposing additional requirements and restrictions related to the use of Avis Preferred from time to time by way of notification on the Avis website. The latest version of these Terms and Conditions and any other current information will be made available on the Avis website. If Avis varies these Terms and Conditions or Avis Preferred in such a way as to significantly vary your benefits or obligations, Avis will notify you of such changes by email (if given) or to the preferred postal address specified in your Customer Profile. Unless you give Avis written notice to the contrary within 30 days of notice from Avis, you shall be deemed to have accepted such variation in respect of all Avis Preferred Rental Agreements after such notice has been given by Avis. Notwithstanding the above, the Terms and Conditions that will apply to each Avis Preferred rental will be the Terms and Conditions in effect at the date you make the reservation for that rental.

## 8. Termination

- (a) You may terminate your Membership at any time by writing to [preferred@bsc.avis-europe.com](mailto:preferred@bsc.avis-europe.com) stating that you no longer wish to be a member and (if applicable) enclosing your Card cut in half. Any such termination will result in a loss of all benefits associated with Avis Preferred and does not relieve you of any continuing obligations under these Terms and Conditions.
- (b) In addition to any other rights or remedies, Avis reserves the right at any time in its absolute discretion to terminate your Membership and/or if applicable your right to use the Card or make a booking using your Membership Number if you have committed fraud, misconduct, are given a driving ban or if you withdraw consent under Clause 6(b) PROVIDED THAT Avis must write to you stating you're your Membership is terminated and why.
- (c) Avis may terminate your Membership to the Avis Preferred programme without notice if you have not used Avis Preferred for at least 24 months.
- (d) Avis may terminate the Avis Preferred programme at any time but will use its reasonable endeavours to give you at least six months notice. You acknowledge that at the end of the period of notice your right to use Avis Preferred will cease.

## Loyalty Terms and Conditions Europe, Africa, Middle East and Asia

### 9. Effect of these terms and conditions

- (a) By agreeing to the Terms and Conditions you agree that the terms and conditions set out in this section will apply to your participation in the Avis Preferred Loyalty Programme.
- (b) You must read these terms and conditions in conjunction with the Membership Terms and Conditions and Rental Terms and Conditions carefully before first quoting your Membership Number to Avis or an Avis Licensee.

### 10. Membership

- (a) To apply to participate in the Avis Preferred Loyalty Programme you must be a member of Avis Preferred and your Membership Form must state your full name and preferred postal and email address for correspondence.
- (b) The Avis Preferred Loyalty Programme is an online only programme and you must therefore provide a valid email address in order to be a member. Correspondence will only be sent to the e-mail address provided on Membership Form (as updated from time to time).

### 11. Tiers

- (a) The number of Eligible Rentals you complete in a Year together with the value of such Eligible Rentals (calculated in accordance with section 13(a)) will determine



the applicable Tier. Each Tier will define the benefits that you will receive for the duration of your membership of that Tier. Full details are set out on the Avis website.

- (b) Card entitlement is based on the number of Eligible Rentals completed in a Year. Entitlement to a Avis President's Club, Avis Preferred Plus or Avis Preferred Card depends on the applicable Tier.
- (c) Your Card status will be reviewed at the end of each Year before the expiration of the current Card. At the end of each Year your Eligible Rental level and value returns to zero.
- (d) You will progress from Avis Preferred to Avis Preferred Plus and from Avis Preferred Plus to Avis President's Club. In order to achieve or retain Avis Preferred Plus status you must ensure you complete at least five Eligible Rentals each Year with a minimum value of 1.000 Euro. In order to achieve or retain Avis President's Club status you must ensure you make at least 10 Eligible Rentals each Year with a minimum value of 2.000 Euro. The value of an Eligible Rental will be calculated in accordance with section 13(a).
- (e) The Tier level may be reduced at Avis' discretion depending on the total number and value of Eligible Rentals completed in the previous Year. Eligible Rentals completed prior to the beginning of the relevant Year will not be counted for this purpose.

## **12. Earning and Redeeming Rewards**

- (a) Rewards will be earned according to the number of Eligible Rentals completed in a Year.
- (b) Rewards will be valid for one year from the date of issue and may be subject to availability and blackout restrictions. Rewards may not be used in conjunction with any other Reward, promotion, coupons, vouchers, discounts or special offers.
- (c) Rewards are non-assignable and non-transferable and will be sent to your last notified e-mail address only. Specific Rewards may have additional terms and conditions which will be set out in the Reward.
- (d) Rewards are not redeemable for cash, refundable or exchangeable except in accordance with their terms and conditions. Under no circumstances may Rewards be purchased by, sold to, bartered or otherwise transferred to other persons. Any purported purchase, sale, transfer, unauthorised use, bartering, procurement or redemption of Rewards contrary to these terms and conditions will constitute a material breach by the member of these terms and conditions.
- (e) Further details of how Rewards are earned are contained on the Avis website.

## **13. Eligible Rentals**

- (a) Only rental related revenue for a completed rental for which Avis or the Avis Licensee has received payment will be taken into account when calculating Tiers and/or Rewards. Costs related to damages, fines, administrative charges and/or fuel charges will not be taken into account.
- (b) The following rentals will not be deemed an Eligible Rental for the purposes of the Avis Preferred Loyalty Programme and will not be taken into account when calculating Tiers or Rewards: airport transfers and chauffeur drive, promotional rentals (such as competition prize winners, reward weekend vouchers), complimentary cars, Avis staff & family rentals, insurance and or leasing rentals, Budget Rent A Car rentals, tour operator or net rate rentals, rentals reserved through brokers.

## **14. Retroactive Claims**

- (a) Rental related revenue attributable to Eligible Rentals which are not tracked automatically at the time of rental completion may be credited later. Any requests to retroactively claim rental related revenue must be submitted to [preferred@bsc.avis-europe.com](mailto:preferred@bsc.avis-europe.com).

- (b) You must have been a member of the Avis Preferred Loyalty Programme at the time of rental and when the claim is made and in any event any claim for credit of rental related revenue must be made within six months of the date of completion of the relevant rental.

## 15. Disputes

Any disagreements or disputes regarding your entitlement to claim Rewards, Tiers or benefits or related to the credit of rental related revenue to your Avis Preferred Loyalty Programme account must be lodged within six months of date of completion of the relevant rental and you may be required to submit your rental agreement, charge statement or invoice.

## 16. Modification

Avis may modify, withdraw, amend or add to any services or other offers or arrangements or impose additional requirements or restrictions related to participation in the Avis Preferred Loyalty Programme. Avis will give you as much advance notice as practicable. Relevant current information is set out on the Avis website. You are deemed to consent to such a change if you continue to quote your Membership Number or use your Card when making reservations. If you do not wish to accept such changes you may terminate participation in accordance with Clause 17 of the Avis Preferred Loyalty Programme Terms and Conditions or Membership of Avis Preferred in accordance with Cause 8 of the Membership Terms and Conditions.

## 17. Termination

- (a) Your participation in the Avis Preferred Programme will terminate automatically if your Membership of Avis Preferred is terminated in accordance with Clause 8.
- (b) You may terminate your participation in the Avis Preferred Loyalty Programme at any time by writing to [preferred@bsc.avis-europe.com](mailto:preferred@bsc.avis-europe.com) stating that you no longer wish to participate in the Avis Preferred Loyalty Programme and (if applicable) enclosing your Card cut in half. Any such termination will result in a loss of all benefits associated with the Avis Preferred Loyalty Programme and does not relieve you of any continuing obligations under these Terms and Conditions.
- (c) In addition to any other rights or remedies, Avis reserves the right at any time in its absolute discretion to terminate your right to participate in the Avis Preferred Loyalty Programme and/or if applicable your right to use the Card or make a booking using your Membership Number if you have committed fraud, misconduct, are given a driving ban or if you withdraw consent under Clause 6(b) or the email address given is no longer active. Avis must write to you stating your participation is terminated and why.
- (d) Avis may terminate your participation in the Avis Preferred Loyalty Programme at any time without notice if you have failed to use Avis Preferred for at least 24 months.
- (e) Avis may terminate the Avis Preferred Loyalty Programme at any time but will use its reasonable endeavours to give you at least six months notice. You acknowledge that at the end of the period of notice your right to use Avis Preferred will cease.
- (f) Termination of your participation in the Avis Preferred Loyalty Programme will not terminate your Membership of Avis Preferred unless expressly stated in the notice of termination.
- (g) Any accumulated rental revenue spend will be zeroed on termination. Any Rewards issued prior to the effective of termination shall continue to be valid in accordance with their terms and conditions except where such Rewards are contingent on membership of Avis Preferred..

## **Rental Terms and Conditions Europe, Africa, Middle East and Asia**

### **18. Reservations**

In order for a rental to qualify as an Avis Preferred rental you shall make a reservation for rental of a Vehicle at least 24 hours prior to the time of rental and shall at the time of reservation confirm that the rental will be an Avis Preferred rental.

### **19. Terms that apply to each rental**

The terms and conditions of each Avis Preferred Rental Agreement will incorporate (in the following order of priority):

- (a) these Rental Terms and Conditions;
- (b) any preferences in relation to matters such as car type, payment method, invoicing preference and the purchase of additional products or services, along with any terms and conditions specified in the relevant rate/product terms and conditions and made available to you at time of reservation (including restrictions on refunds and changes to bookings, and additional charges);
- (c) to the extent that preferences are not specified in the rate/product terms and conditions, the preferences you select whilst making your booking;
- (d) to the extent that preferences are not specified in the rate/product terms and conditions or selected during booking, the preferences you select in your Customer Profile; and
- (e) any additional terms and conditions agreed by the Avis Licensee and you in relation to the purchase of additional products and services before or during the Avis Preferred rental, or on return of the Vehicle.

### **20. Picking up the Vehicle**

- (a) At the commencement of each rental you will be required to show your current driving licence to an employee of the Avis Licensee prior to leaving the rental premises with the Vehicle. In the event that you are unable to comply with this requirement, no rental shall take place and no Avis Preferred Rental Agreement shall be entered into.
- (b) The Avis Licensee may refuse to give possession of the Vehicle if you do not meet the Avis Licensee's standard conditions as to capacity and entitlement to drive applicable at the time and place of rental.
- (c) In some Avis locations there may be regulatory requirements that require a separate rental agreement to be signed for each rental. If you sign a local rental agreement, only the terms and conditions of that local rental agreement will apply to that rental.

### **21. Using the Vehicle**

- (a) You must inspect the Vehicle, and advise the Avis Licensee if there are any defects in the Vehicle, before leaving the rental premises. In removing the Vehicle from the rental premises you acknowledge and agree that you received the Vehicle in good order and will return the same together with all keys, tyres, tools, car documents, accessories and equipment in the same condition (ordinary wear and tear excepted but excepting undue wear and tear by reason of abuse), to the agreed return location on the agreed date, unless you request and the Avis Licensee agrees to an extension, or sooner upon demand of the Avis Licensee.
- (b) In the event of you having requested collection of the Vehicle, your liability for collision damage and theft shall (subject to any waiver thereof being applicable) extend to midday of the first working day following the requested collection time (working day is defined as Monday to Friday, 8 am to 6 pm).
- (c) During the term of the rental you shall be the legal custodian of the Vehicle and the Vehicle shall not be operated:

- (i) to transport goods in violation of customs regulations or any other applicable regulations or in any other illegal manner, or to transport any dangerous, harmful, flammable, explosive or noxious substances of any description, or goods which are in any way likely to damage the Vehicle;
- (ii) to carry passengers or property for any consideration express or implied;
- (iii) to propel or tow any vehicle or trailer without the consent of the Avis Licensee;
- (iv) in motor sport events (including racing, pacemaking, rallying, reliability trials and speed testing);
- (v) by any person driving when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed by applicable laws and regulations;
- (vi) by any person other than:
  - you or any person(s) nominated by you who is approved by the Avis Licensee at the time of rental, is at least 23 years of age (or such other age limit stated on the Avis Licensee's tariff for the type of vehicle rented), is duly qualified and holds and has held a current valid full driving licence for at least one year, or
  - in the case of breakdown or accident, a motor vehicle repairer provided that he is duly qualified and licensed; and
- (vii) outside of the country in which the location it is collected from is situated without the express agreement of the Avis Licensee, unless the rental booking provides for return of the Vehicle outside that country.

## 22. Charges

Avis Preferred rentals will be charged to you by the relevant Avis Licensee, except to the extent of any payment made at the time of booking. You agree that you shall be personally liable to pay the Avis Licensee on demand the rental rate confirmed during booking, and to pay the following charges to the extent such charges are not already included in such rental rate:

- (a) Standard charges
  - (i) a mileage charge computed at the rate specified on the completed statement of charges for the mileage covered by the Vehicle until the Vehicle is returned (the number of miles over which the Vehicle is operated shall be determined by reading the odometer installed by the manufacturer; if the odometer fails the mileage charge shall be calculated from the road map distance of the journey travelled);
  - (ii) the airport surcharge (if any) as specified on the completed statement of charges;
  - (iii) Value Added Tax and all other taxes (if any) payable on the charges specified in this clause 22;
  - (iv) all fees charged by the Avis Licensee due to your or an additional driver's age;
  - (v) all road fund and similar charges;
- (b) Optional charges
  - (i) Collision Damage Waiver (if any), Personal Accident Insurance (if any), Theft Protection (if any) and miscellaneous charges at the rate specified on the completed statement of charges;
  - (ii) the Additional Driver's Charge (if any) as specified on the completed statement of charges;
  - (iii) charges for additional products or services (if any) that you rent or purchase along with the Vehicle;
- (c) Additional charges

- (i) refuelling service charge (if any) in respect of fuel consumed during rental as operated by the Avis Licensee at the date of rental;
  - (ii) certain Avis Licensees charge an "EZ Fuel Fee" requiring you to provide a refuelling receipt from a petrol station to demonstrate that the tank is full when you have driven under a specified mileage. Full details of the charge will be communicated to you by the applicable Avis Licensee prior to commencement of your rental.
  - (iii) the additional fee for one-way rental service, if any, as specified on the completed statement of charges, if the Vehicle is left elsewhere than at the agreed return location without the Avis Licensee's written consent a fee per mile, as determined by the Avis Licensee from time to time, from the renting location to the location where it is left;
  - (iv) all fines and court costs for parking, traffic or other violations assessed against the Vehicle, you, another driver or the Avis Licensee until the Vehicle is returned, except where caused through fault of the Avis Licensee;
  - (v) the Avis Licensee's reasonable administrative fee for processing any fines pursuant to 22(c)(iii) above;
  - (vi) the Avis Licensee's reasonable costs for cleaning the interior of the Vehicle upon return for excessive stains, dirt or soilage attributable to your use of the Vehicle during the rental period;
  - (vii) the Avis Licensee's reasonable costs, including reasonable legal fees where permitted by law, incurred collecting payment due from you hereunder; and
  - (viii) the Avis Licensee's reasonable costs of repairing damage howsoever caused to the actual Vehicle or any accessories supplied, irrespective of the group of vehicle requested, plus loss of revenue at the daily rate shown on the completed statement of charges based on the Avis Licensee's loss of use of the Vehicle and the Avis Licensee's reasonable cost of replacing the Vehicle in the event of theft. However if you comply with all the provisions of these Rental Terms and Conditions, your liability for such costs shall (subject to Clause 23 below):
    - not exceed the responsibility amount as shown in the completed statement of charges for each occurrence;
    - be limited to the non-waivable excess, if any, for each occurrence in respect of theft of all or part of the Vehicle if you have purchased in advance Theft Protection as evidenced by the indication in the "accept" space on your Customer Profile or by acceptance during the rental reservation process; and
    - be limited to the non-waivable excess, if any, for each occurrence in respect of damage if you have purchased in advance Collision Damage Waiver as evidenced by the indication in the "Yes" box on your Customer Profile or by acceptance during the rental reservation process. Notwithstanding the foregoing provisions or any other terms of these Terms and Conditions your liability shall not be limited in the instances where the Avis Licensee suffers loss by reason of its insurance policy or any relevant waiver conditions being invalidated as a result of your acts or failures to act .
- (d) At the conclusion of each rental you will be provided with a statement of charges detailing the charges made in accordance with this clause.

### **23. Rental of Equipment**

These Rental Terms and Conditions, to the extent that the same are relevant, apply to the rental of equipment (including but not limited to mobile telephones and satellite navigation systems) with or without a Vehicle. You agree that you shall be personally liable to pay the Avis Licensee on demand the Avis Licensee's reasonable costs (together with any

applicable Value Added Tax or other taxes) of repairing damage or the replacement value in the event of loss or theft of such equipment.

#### **24. Payment**

- (a) You accepting these Rental Terms and Conditions hereby constitutes authority for the relevant Avis Licensee to compute and debit the total charges under each Avis Preferred Rental Agreement against your account with the specified card issuing organisation, on completion of the rental. Any terms and conditions notified to you at the time of reservation relating to the payment method chosen by you for any rental will be incorporated into the terms and conditions of that Avis Preferred Rental Agreement. If you have chosen to pay in a currency other than that used by Avis or the Avis Licensee when the quote was prepared, the exchange rate used is based on the Citibank wholesale rate plus 4%, with this currency conversion service being provided by the Avis Licensee.
- (b) Unless stated otherwise in any invoice issued by the Avis Licensee, you must pay all invoices for Avis Preferred rentals within 30 days from the date of invoice.

#### **25. E-Billing and electronic correspondence**

- (a) Provided the necessary consent has been obtained from you, the Avis Licensee may issue invoices in respect of any Avis Preferred Rental Agreement electronically or otherwise, and you hereby agree to receive and pay such invoices.
- (b) The Avis Licensee may, at its option and on notice to you, decide to cease issuing electronic invoices or vary any aspect of the electronic invoices to be issued and the method of delivery.
- (c) You understand that where an electronic invoice is provided in respect of a particular rental, no paper invoice will be provided.
- (d) You will be responsible for verifying all electronic invoices in accordance with the instructions provided with each invoice.
- (e) You consent to receiving all correspondence, notices and invoices related to the Avis Preferred Rental Agreement from Avis Licensees by email at the email address listed in your Customer Profile.

#### **26. Vehicle cover and insurance**

- (a) It is agreed that you and any authorised user, as described in Clause 21(c) above, participate as an insured under an automobile insurance policy, a copy of which is available at any rental office. You should read and understand that document before entering into any Avis Preferred Rental Agreement, as it contains important information and terms. By accepting these Rental Terms and Conditions you acknowledge that you have read and understand the policy. You are bound by and agree to the terms and conditions thereof.
- (b) You agree further to protect the interests of the Avis Licensee and its insurance company in case of loss or damage to the Vehicle by:
  - (i) obtaining names and addresses of parties involved, and of witnesses;
  - (ii) not admitting liability or guilt or giving money to any person or persons involved;
  - (iii) not abandoning the Vehicle without adequate provision for safeguarding and securing the same;
  - (iv) calling the nearest Avis station by telephone (transfer charge) even in case of slight damage; further completing Avis's accident report form as soon as practically possible;
  - (v) notifying the police immediately if another party's guilt has to be ascertained or if any person is injured, and delivering to the Avis Licensee a copy of any police accident report form as soon as the same is available;
  - (vi) ensuring that the Vehicle is always locked when unattended.

- (c) You agree to read the Summary of Vehicle Cover and Insurance, which forms part of these Rental Terms and Conditions and is available at the end of these Terms and Conditions. The coverage that will apply to each rental will be:
  - (i) any coverage included in the rate applicable to any rental or that is mandatory in the country of rental; and
  - (ii) if no coverage is included or mandatory, the coverage you select whilst making your booking; and
  - (iii) if no coverage is included or mandatory, nor selected during booking, the coverage you select in your Customer Profile.

## **27. Termination of an Avis Preferred Rental Agreement**

In the event of material breach by you of any Avis Preferred Rental Agreement the Avis Licensee may immediately terminate that Avis Preferred Rental Agreement without notice, repossess the Vehicle and for such purpose may enter any premises where the Vehicle may be and remove the same and you shall be responsible for and indemnify the Avis Licensee against all actions, claims, costs and damages consequent upon or arising from such repossession and removal.

## **28. Liability**

- (a) You hereby release and indemnify the Avis Licensee from and against any liability for loss or for damage to any property (including costs relating thereto) left, stored or transported by you or any other person in or upon the Vehicle before or after return of the Vehicle to the Avis Licensee.
- (b) The Avis Licensee, whilst taking all precautions and using its best efforts to prevent such happening, shall not be liable for any loss or damage arising from any fault or defect in or from mechanical failure of the Vehicle or any equipment, satellite navigation equipment, telephone or cellular network system, or any consequential or indirect loss or damage, including but not limited to third party claims or loss of profit, turnover, savings, business, clientele or data.
- (c) Nothing in this clause or otherwise in these Terms and Conditions shall exclude or in any way limit the Avis Licensee's liability to you for (i) fraud, (ii) death or personal injury caused by the Avis Licensee's negligence or (iii) any liability to the extent the same may not be excluded or limited as a matter of law.

## **Provisions applying in specific countries**

Notwithstanding anything to the contrary appearing elsewhere in these Terms and Conditions the following provisions shall apply to any Avis Preferred Rental Agreements in the following countries:

### **Austria**

1. If a Vehicle rented from any Avis location has no Austrian licence plate number you shall, in order to comply with customs regulations, not give custody of the Vehicle to any other person in Austria. If a Vehicle rented in Austria has no Austrian licence plate number and you have no domicile in Austria, you shall leave Austria with the Vehicle within four days of the commencement of the rental.
2. You hereby submit to the extent legally permitted for all disputes against any Avis Licensee situated in Austria which arise out of these Terms and Conditions or any Avis Preferred Rental Agreement to the exclusive jurisdiction of the court locally competent for the first district of Vienna.
3. Clause 28(a) and (b) shall be replaced with the following:
  - (a) The Avis Licensee, whilst taking all precautions and using its best efforts to prevent such happening, shall not be liable for any loss or damage arising from any fault or defect in or from mechanical failure of the Vehicle or any equipment, satellite navigation equipment, telephone or cellular network system, or any consequential or indirect loss or damage, including but not limited to third party claims or loss of profit, turnover, savings, business,

clientele or data, unless caused by the Avis Licensee intentionally or through gross negligence.

- (b) Nothing in this clause or otherwise in these Terms and Conditions shall exclude or in any way limit the Avis Licensee's liability to you for (i) fraud, (ii) death or personal injury caused by the Avis Licensee's negligence or (iii) any other damage caused by the Avis Licensee intentionally or through gross negligence.

### **Belgium**

1. You agree that the entry into these Terms and Conditions and all Avis Preferred Rental Agreements, along with all communications relating to Avis Preferred Rental Agreements (including reservation confirmations), by way of electronic communication (including email and telephone) will comply with all written evidence rules (to the extent they are applicable). The Avis Licensee will be entitled to rely on its electronic records to prove the contents of the agreements you enter into with Avis and Avis Licensees, even if this requires deviation from any applicable written evidence rules.
2. Clause 28(b)(iii) shall be amended to read:  
any other damage caused by the Avis Licensee through gross negligence, or as a result of latent or hidden defects.

### **France**

1. You are advised that a relatively low level of authentication, based on your email address and Wizard number (if any), is required in order to sign up to Avis Preferred, and to make rental reservations in your name that incorporate these Terms and Conditions. You acknowledge that such a level of authentication carries with it the risk that your identity may be "borrowed" by third parties should they gain access to your email account, Wizard number and/or password. This may result in your credit card being used fraudulently to make rental reservations.
2. You agree that the entry into these Terms and Conditions, and all communications relating to future rental agreements (including reservation confirmations), may be made by way of electronic communication (including email and telephone).
3. The costs covered in Clause 22(c)(iii) of these Terms and Conditions (expenses linked to damage to the Vehicle or its accessories) may be invoiced to you, whether the damage to the vehicle or its accessories is repaired or not. These costs will be invoiced based on the price list table available in the office of the Avis Licensee.
4. It is agreed that you or any other authorised user, as described in Clause 21(c) of these Terms and Conditions, are entitled to unlimited third party legal liability cover in accordance with French laws and regulations.

### **Germany**

1. Clause 28 shall be replaced with the following:
  - (a) Subject to the provisions in Clause 28(b), the Avis Licensee's statutory liability for damages shall be limited as follows:
    - (i) The Avis Licensee's strict liability for defects in the Vehicle or equipment, satellite navigation equipment, telephone or cellular network which are in existence at the time of entering into an Avis Preferred Rental Agreement (cf. section 536a para. 1, 1. alt. of the German Civil Code – "BGB") is excluded, unless
      - such defect affects the material contractual obligations of the Avis Licensee and you could reasonably rely on the absence of such defect; or
      - the Avis Licensee has fraudulently concealed such defect.
    - (ii) The Avis Licensee shall only be liable up to the amount of the typically foreseeable damages at the time of entering into the Avis Preferred Rental Agreement for damages caused by a negligent breach of material contractual obligations;



(iii) The Avis Licensee shall not be liable for damages caused by a negligent breach of non-material contractual obligations.

(b) The aforesaid limitation of liability shall not apply to any mandatory statutory liability (in particular to liability under the German Product Liability Act), liability for assuming a specific guarantee or liability for culpably caused personal injuries.

(c) You shall take all reasonable measures to mitigate damages.

#### **Greece**

1. For the evaluation of any disputes which arise out of these Terms and Conditions or any Avis Preferred Rental Agreement in Greece, you expressly declare that you accept the place of jurisdiction in Athens, Greece.

2. Clause 28(b)(ii) shall be amended to read:

any other damage caused by the Avis Licensee intentionally or through gross negligence, or resulting from any offence against life, honour, health or freedom.

#### **Luxembourg**

1. You agree that the entry into these Terms and Conditions and all Avis Preferred Rental Agreements, along with all communications relating to Avis Preferred Rental Agreements (including reservation confirmations), by way of electronic communication (including email and telephone) will comply with all written evidence rules (to the extent they are applicable). The Avis Licensee will be entitled to rely on its electronic records to prove the contents of the agreements you enter into with Avis and Avis Licensees, even if this requires deviation from any applicable written evidence rules.

#### **Netherlands**

1. Clause 28(a) shall be amended as follows:

The Avis Licensee, whilst taking all precautions and using its best efforts to prevent such happening, shall not be liable for any loss or damage arising from any fault or defect in or from mechanical failure of the Vehicle or any equipment, satellite navigation equipment, telephone, GSM-network or cellular network system, or for any consequential or indirect loss or damage, including, but not limited to, third party claims or loss of profit, turnover, savings, business, clientele or data, unless the Avis Licensee was aware or should have been aware of the defect or fault. A situation preventing you from receiving the expected use of any leased item, other than consisting of a defect or fault of the Vehicle or of an other leased items, shall not be considered a defect or fault of the leased item.

You shall not be entitled to compensation for any changes or additions made by you, even if the Avis Licensee has agreed to such changes or additions.

Avis Autoverhuur B.V. is considered an Avis Licensee referred to in these Terms and Conditions. These Terms and Conditions are provided to you on behalf of Avis Autoverhuur B.V. and the other Avis Licensees.

#### **Poland**

1. The Avis Licensee will enter into a separate rental agreement written in Polish with you if you so request.

2. Clause 28(a) shall be replaced with the following:

The Avis Licensee, whilst taking all precautions and using its best efforts to prevent the happening of such occurrence, shall not be liable for any loss or damage arising from any fault or defect in or from mechanical failure of the Vehicle or any equipment, satellite navigation equipment, telephone or cellular network system, or any consequential or indirect loss or damage, unless caused by the Avis Licensee intentionally.

#### **Portugal**

1. Clause 28(b)(iii) shall be amended to read:

any other damage caused by the Avis Licensee intentionally or through gross negligence.

### **Republic of Ireland**

1. Section 39 of the Sale of Goods and Supply of Services Act, 1980 (the "1980 Act") is hereby excluded with respect to the supply of any service by the Avis Licensee to you.
2. The contractual rights which you enjoy by virtue of Section 39 of the 1980 Act are in no way prejudiced by anything contained in these Terms and Conditions save to the extent permitted by law.
3. Nothing in these Terms and Conditions is intended to nor shall be interpreted so as to restrict or exclude in any manner whatsoever the rights which you, if dealing as a consumer, enjoy by virtue of Sections 13, 27, 28, 29 or 38 of the 1980 Act.

### **South Africa and Namibia**

1. In accordance with Section 61(1) of the National Road Traffic Act of 2000 you must report any accident to the Police or at any office set aside by a competent authority for use by a traffic officer within 24 hours of the accident's occurrence.
2. The Avis Licensee hereby notifies you in terms of both the Short Term Insurance Act, No. 53 of 1998 and the Long Term Insurance Act, No. 52 of 1998, of your entitlement to the freedom of choice:
  - (a) as to whether you wish to enter into a new policy and make it available for the purpose of protecting the Avis Licensee's interests, or wish to make available an existing policy of the appropriate value for that purpose, or wish to utilise a combination of these options; and
  - (b) if you wish to enter into a new policy, as to the insurer with which the policy is entered into and as to any person who is to render services as intermediary in connection with the transaction; and
  - (c) if you wish to enter into a new policy, as to whether or not the value of the policy benefits to be provided in terms of that policy, when taken in the aggregate with the value of the policy benefits provided under any other policy which is also to be made available and used for that purpose, shall exceed the value of the Avis Licensee's interest.

### **Spain**

1. The "damages howsoever caused" referred to in Clause 22(o) expressly include damages caused by unforeseeable events and by "force majeure".
2. Clause 28(b) shall be replaced with the following:

Nothing in this clause or otherwise in these Terms and Conditions shall exclude or in any way limit the Avis Licensee's liability to you for (i) fraud, (ii) death or personal injury caused by the Avis Licensee's negligence, (iii) wilful misconduct or gross negligence, (iv) in the event you are considered as a consumer under Spanish law, any liability that, according to Spanish consumer law cannot be excluded, or (v) any liability to the extent the same may not be excluded or limited as a matter of law.

You hereby authorise the Avis Licensee to take possession of all property left in the Vehicle when the Avis Licensee retakes possession (either owned by you or any third party), and indemnify the Avis Licensee against all liability for any loss or damage to such property.

3. The following provisions shall be added to Clause 6:

According to Organic Law 15/1999 of 13 December on the Protection of Personal Data and Act 34/2002 of 11 July on Services of Information Society and Electronic Commerce and other applicable regulations, the data you provide us with through the Membership Form will be kept in a file at Avis Alquile Un Coche S.A., Avenida de Manoteras, 32, Edificio C, 28050 Madrid, in order to deal with the cancellation of the Avis Preferred service as well as with the benefits corresponding to this service and other Avis services or related to the car hire service, and/or linked to the transport, automobile and/or accommodation sectors that we consider may be of interest to you. In the case of

commercial correspondence by email or equivalent medium, you consent in writing to receive advertisements by this medium, unless otherwise stated.

In order to render the service, in certain cases, Avis may need to share your data with third parties. You are thus advised that Avis works within the Avis Rent a Car System, whereby you expressly accept the transfer of the personal data on the Membership Form to companies within the Avis Rent A Car System, nationwide and worldwide, as well as to suppliers and agents that may collaborate with Avis in the car-hire service. This aims at offering you our best customer service as well as keeping you up-to-date with Avis products and services and products and services related to car hire, and/or linked to the transport, automobile and/or accommodation sectors that we consider may be of interest to you.

Avis Alquile Un Coche S.A. advises you that your data may be disclosed to the competent authorities if requested.

Avis Alquile Un Coche S.A. advises you that electronic files of all hire contracts and other transactions with Avis will be kept on file.

You may exercise your right of access, rectification, cancellation and opposition by means of a petition in writing directed to Avis Alquile Un Coche S.A., Avda. de Manoteras, 32, Edificio C, 28050 Madrid.

#### **Sweden**

4. Clause 28(b)(iii) shall be amended to read:  
any other damage caused by the Avis Licensee intentionally or through gross negligence.

#### **Switzerland**

1. For the evaluation of any disputes which arise out of these Terms and Conditions or any Avis Preferred Rental Agreement in Switzerland, you expressly declare that you accept the place of jurisdiction in Bulach/Switzerland.
2. Clause 28(b)(iii) shall be amended to read:  
any other damage caused by the Avis Licensee through gross negligence or wilful misconduct.

#### **United Kingdom**

1. You shall be liable as owner of the Vehicle in respect of:
  - (a) any fixed penalty offence (which may be committed with respect to that vehicle) under the Traffic Acts; and
  - (b) any excess charge which may be incurred in pursuance of an order under Section 45 and 46 of the Road Traffic Regulation Act 1984 (Parking on highways for payment).
2. Where you decline optional coverages on your Customer Profile then, notwithstanding anything to the contrary in these Terms and Conditions, you shall:
  - (a) insure the Vehicle (including any additional or replacement vehicle which may be provided under the Avis Preferred Rental Agreement) on a comprehensive basis with a first-class insurance company approved by the Avis Licensee in the full replacement value thereof to the Avis Licensee;
  - (b) maintain such insurance throughout the duration of every Avis Preferred Rental Agreement and any extension thereof and ensure that the Avis Licensee's name is endorsed on the policy as the owner of the Vehicle;
  - (c) comply with the terms and conditions of the insurance policy and pay to the Avis Licensee any excess in the event of a claim;
  - (d) call the nearest Avis station by telephone (transfer charge) even in case of slight damage; further complete the Avis Licensee's incident report as soon as practically possible;

- (e) in the event of any exclusion under the policy, or the insurers withholding or refusing indemnity, indemnify the Avis Licensee in respect of all loss or damage to the Vehicle and all claims from third parties which may arise;
- (f) not effect repairs or modifications to the Vehicle. The Avis Licensee shall have the sole right and responsibility to repair damage to the Vehicle; and
- (g) if any claim is made against the insurers, allow the Avis Licensee to conduct any negotiations and effect any settlement with insurers and agree to abide by any settlement or arrangement with the insurers by the Avis Licensee. Any monies payable by the insurers shall be paid to the Avis Licensee or as the Avis Licensee shall direct.

3. Clause 28 of the Terms and Conditions is deleted and replaced with the following:

The Avis Licensee will be responsible if someone is injured or dies as a result of its act or omission. The Avis Licensee will also be responsible for losses suffered by you as a result of the Avis Licensee breaching these Terms and Conditions where such losses are a foreseeable consequence of the breach in the circumstances of the case. Losses will be foreseeable where they are in the Avis Licensee's and your contemplation at the time you enter into the Avis Preferred Rental Agreement. The Avis Licensee is not responsible for indirect losses which happen as a side effect of the main loss or damage and which you may suffer which are not foreseeable by the Avis Licensee or you (such as loss of profits or loss of opportunity).

Nothing in this clause or otherwise in these Terms and Conditions shall exclude or in any way limit the Avis Licensee's liability to you for (i) fraud, (ii) death or personal injury caused by the Avis Licensee's negligence or (iii) any liability to the extent the same may not be excluded or limited as a matter of law.

Nothing in these Terms and Condition reduces your statutory rights including relating to a refund and/or the Avis Licensee's breach of these Terms and Conditions. For further information about statutory rights you should contact your local authority, Trading Standards Department or Citizens' Advice Bureau.

4. The following additional charges apply in the UK and clause 22 shall be read accordingly:

- (a) **Premium Location Fee** Where the Avis Licensee operates from locations for which the Avis Licensee is charged a fee or surcharge by a third party to provide services to customers at such locations ("Premium Locations"), you acknowledge that you will be charged a "Premium Location Fee" of 16% of the stated booking price;
- (b) In addition to the charges set out in Clause 22(c)(vii), the Avis Licensee may charge an administration fee of up to £50 plus VAT to compensate it for the costs incurred in repairing or replacing a damaged or stolen vehicle;
- (c) Clause 22(d) shall be amended with the addition of the following:
  - (i) Avis will endeavour to make all charges at the close of each rental. However, you remain responsible for (and Avis reserves the right to make) any charges following the close of the rental should this not be possible.
- (d) Should the Avis licensee have to call you to extend the rental of a Vehicle, due to you not notifying the Avis licensee of changes to the reservation, then an extension fee of £10 plus VAT will be applied;
- (e) If you do not bring the Vehicle back at the agreed time you are breaching these Terms and Conditions. The Avis Licensee will allow a grace period of 29 minutes from the date and time of delivery, after which you shall be charged a full days rental as compensation to the Avis Licensee.

5. The following Clauses shall be added to Clause 21:

- (d) Where you elect to add additional drivers to your rental you acknowledge and agree that you shall remain liable for any costs incurred by such additional drivers. Provided that, Avis shall use its reasonable endeavours to ensure that fines, claims

and court costs for parking, traffic or other offences (including any costs which arise if the vehicle is clamped) are directed to the additional driver where possible.

- (e) Where you exceed the stated mileage limit of any Vehicle without the express consent of the Avis Licensee, the Avis Licensee may terminate the rental immediately in addition to charging for the additional mileage as set out in Clause 22(a)(i).

## **Summary of Vehicle Cover and Insurance in Europe, the Middle East, Asia and Africa**

### **Collision Damage Waiver (CDW)**

Acceptance of CDW (or the inclusion of CDW within the contracted rate) removes your and the driver's liability to pay for collision damage to the Vehicle and for damage to the Vehicle caused by vandalism but you will be liable to pay the amount of any excess applied from time to time. The amount of the excess varies by country, product and Vehicle group and may be subject to change. The current details for each rental may be requested at the time of making a reservation under the Avis Preferred service. In the event of a successful third party claim by the Avis Licensee, any excess amount collected from you will be refunded. Customers who do not accept CDW are responsible up to the maximum of the responsibility amount applicable to each rental for the cost of repairing damage to the Vehicle caused by collision, vandalism, acts of terrorism or natural catastrophes. These costs may include parts, labour, towing and storage costs, a daily fee for the Avis Licensee's loss of use of the Vehicle and an administration fee.

### **Theft Protection (TP)**

Acceptance of TP relieves you of liability for payment in the event of theft of all or part of the Vehicle, but you will be liable to pay the amount of any excess applied from time to time. In the event of a successful third party claim, any excess amount collected from you will be refunded.

TP also provides in certain countries, insurance cover against theft and accidental damage to your, the driver's and passengers' personal effects travelling with you, the driver or passengers during the rental period. Please note that (i) personal belongings are covered only whilst they are locked in the Vehicle, and (ii) no single item is insured for more than a specified amount, which varies from country to country; valuables (e.g. money and jewellery) are not covered. The current details applicable to each rental may be requested at the time of making a reservation under the Avis Preferred service.

If TP is not purchased, you are liable for the cost of replacing a stolen Vehicle or parts stolen from a Vehicle up to the maximum of the responsibility amount. In addition to the cost of the replacement Vehicle or parts, the following charges may also be included unless the loss is total: labour, costs associated with the recovery and storage of a Vehicle immobilised as a result of the theft, a daily fee for the Avis Licensee's loss of the Vehicle and an administration fee.

Special Note: TP, whether accepted at the time of rental or included in the rate, is not valid if a rental originating from Western Europe enters Eastern Europe. For this purpose, Western Europe means: Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Malta, Monaco, the Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, UK; and Eastern Europe means: Albania, Belarus, Bosnia, Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Macedonia, Poland, Romania, Russia, Serbia, Slovakia, Slovenia, Turkey and Ukraine.

### **Personal Accident Insurance (PAI)**

Acceptance of PAI covers you, the driver and passengers in the Vehicle for death, disability and medical expenses. The limits of coverage vary by country. The current details for each rental may be requested at the time of making a reservation under the Avis Preferred service. PAI also provides, in certain countries, insurance cover against theft and accidental damage

to your, the driver's and passengers' personal effects travelling with you, the driver or passengers during the rental period. Please note that (i) personal belongings are covered only whilst they are locked in the vehicle, and (ii) no single item is insured for more than a specified amount; valuables (e.g. money and jewellery) are not covered. The current details applicable to each rental may be requested at the time of making a reservation under the Avis Preferred service.

(Last Updated August 2013)