



moving *Lily*'s way



Terms and Conditions of Booking  
Valid from May 2018

**Europcar**

moving *your* way

# Booking Terms and Conditions

The Europcar vehicle rental services in Italy are provided by Europcar Italia S.p.A. (hereinafter Europcar), with a sole shareholder, subject to direction and coordination of Europcar Mobility Group S.A., with registered office in Bolzano, Corso Italia, 32.

Any claims may be sent to:

Europcar Italia S.p.A. Customer Service

Piazzale Dell'industria 40-46 - 00144 Rome, Italy

Tel: 199 307177; Fax: 02/36005539; email: [customerserviceitaly@europcar.com](mailto:customerserviceitaly@europcar.com)

Any disputes that may arise out of or in connection with the interpretation or performance of these Booking Terms and Conditions are within the exclusive jurisdiction of the Court of Rome.

This does not affect, for disputes with consumers (or equivalent entities), the jurisdiction of the Court of the place where the consumer has its residence or address for service.

With reference to consumers and to entities which are equated to them under Article 66 quater of the Code, we inform you that they may also use the mediation procedures referred to in Legislative Decree of 4 March 2010, No 28. Nor does it affect the possibility of using the procedures of voluntary and joint negotiation provided for by Article 2 (2) of the same Legislative Decree No 28 of 4 March 2010, where applicable.

To use the services offered on the website [www.europcar.it](http://www.europcar.it) (hereinafter the Website) and, in particular, to submit order requests and booking requests, you must first register.

Anyone wishing to register must guarantee that the personal data being provided are true, correct and updated.

With reference to the fulfillment of the disclosure requirements set out in Articles 52 and 53 of Legislative Decree No 206 of 6 September 2005 on the Consumer Code (hereinafter the Code), this is to inform you that pursuant to Article 59 (n) of the Code, the right of withdrawal does not apply to car rental services.

The information contained in the descriptive pages of the services offered by Europcar are for information only and does not constitute a contractual offer nor a public offer of the described services. None of the information contained in this Website may be considered to constitute a contractual offer or invitation to contract, except for the pages describing specific services for which a contractual offer is clearly and unambiguously formulated.

## 1. Information on distance booking of Europcar services in Italy: pay-on-arrival rental

The distance booking tools available on the website [www.europcar.it](http://www.europcar.it), or via the Call Center at 199 30 70 30 if used with the pay-on-arrival method, are provided to you strictly for the purpose of the prior check of availability of the rental vehicles and the related cost estimates.

If, as a result of the preliminary check and estimate made on the Website, you submit a booking request to Europcar, via the Website or through an operator, the same will be treated as a request made to Europcar to check for vehicle availability and the related rental cost estimate in a timely manner.

Europcar will reply to such request by communicating to the email address provided by you at the time of booking, the unavailability of the vehicle, or, the availability of the same, in the latter case confirming the rental cost estimate.

Upon confirming the availability of the vehicle, Europcar will undertake, unilaterally and without any commitment from the customer, to keep the vehicle reserved for the period requested by the customer, up until one hour after the collection time indicated in the booking request (Guaranteed Booking).

After the one hour guarantee has expired and until the closing time of the station where the vehicle is to be collected, Europcar will in any case endeavor to provide the rental, subject to availability, of a vehicle of the requested category.

If this is not possible but vehicles of other categories are still available, the rental of a vehicle of another, alternative category will be offered, (provided that the customer meets specific requirements for the rental of vehicles of the category available), and, if the customer accepts, the rate for the category of vehicle actually rented will consequently be applied (with the possibility therefore of applying a rental cost other than that indicated at the time of booking).

The rental of a booked vehicle is subject to the signing at the Europcar offices of a Rental Agreement on the terms and conditions set forth in the Europcar Booking Terms and Conditions and in the Europcar Rental Terms and Conditions pro tempore in force.

## 2. Information on the distance booking of Europcar vehicle rental services in Italy using payment means

a) Extended Guaranteed Booking (can be made only on line through the Website)

If, following the preliminary check and estimate made on the Website, the customer submits an extended guaranteed booking request to Europcar, via the Website, by filling in the appropriate form available on the website, the same will be considered to constitute the Customer's contractual offer for the stipulation of an on line agreement for the booking of rental services; on the terms set out below.

Europcar will satisfy this request by communicating to the email address provided by the customer at the time of booking, the unavailability of the vehicle and, consequently, the non-acceptance of the offer, or, the availability of the vehicle and the acceptance of the offer.

To use the Extended Guaranteed Booking service, you must provide the details of your credit/debit/Europcar card with credit at the time of booking, including your Driver ID (registered user identification code).

In case of subscription of the Extended Guaranteed Booking service, Europcar, upon confirmation of the booking, undertakes to make available to you the rental of a vehicle of the requested category starting from the time indicated in the booking, until the daily closing time of the rental station indicated in the booking.

At the railway stations and airports of interest to you, the train or flight number may be shown. In that case, the Extended Guaranteed Booking service will guarantee the availability of a vehicle to you, of the requested category, until one hour after the actual arrival of the flight/train where the latter arrives after the established time-limit of availability specified in the Extended Guaranteed Booking (that is, until closing time of the rental station). At some airports/railway stations, the rental stations may remain open up until a maximum of two hours after normal closing time. In these cases, an overtime fee may be applied.

By signing the Extended Guaranteed Booking service, you agree to collect the vehicle within the time indicated above or, in any event, to cancel your booking within the time-limits set out below, accepting, in default, the application of a penalty (so called "no show fee") , to be charged on the credit card provided by you at the time of booking.

The rental of a booked vehicle is subject to the signing at the Europcar offices of a Rental Agreement on the terms and conditions set forth in the Europcar Booking Terms and Conditions and in the Europcar Rental Terms and Conditions pro tempore in force.

#### b) Prepaid Booking

If, following the preliminary check and estimate made on the Website, you submit a prepaid booking request to Europcar, via the Website or an operator, the same will be considered to constitute your contractual offer for the stipulation of a distance agreement for the booking of prepaid rental services, on the terms and conditions set out below.

To use the Prepaid Booking service you must provide the details of your credit/debit/Europcar card with credit at the time of booking, including your Driver ID (registered user identification code).

Europcar will reply to this request by communicating the following:

If the reservation request is made on line via the website: to the email address provided by you at the time of booking, the unavailability of the vehicle and, consequently, the non-acceptance of the offer, or, the availability of the vehicle and the acceptance of the offer, at the same time collecting an amount equal to the estimated rental price from the credit card provided by you at the time of the booking request. The communication confirming the booking will also constitute the voucher to be presented for the payment of the prepaid rental price.

In case of subscription of the Prepaid Booking service, Europcar, upon confirmation of the booking, undertakes to make available to you the rental of a vehicle of the requested category starting from the time indicated in the booking, until the daily closing time of the rental station indicated in the booking.

At the railway stations and airports of interest to you, the train or flight number may be shown. In that case, the Prepaid Booking service will guarantee the availability of a vehicle to you of the requested category up until one hour after the actual arrival of the flight/train, where the latter arrives after the time-limit of availability specified in the Prepaid Booking (that is, until closing time of the rental station). At some airports/railway stations, the rental stations may remain open up to a maximum of two hours after normal closing time. In these cases, an overtime fee may be charged.

Under the Prepaid Booking service, you agree to collect the vehicle within the time indicated above or, in any event, to cancel your booking within the time-limits set out below, accepting, in default, that the prepaid amount will be withheld by way of penalty.

The rental of a booked vehicle is subject to the signing at the Europcar offices of a Rental Agreement on the terms and conditions set forth in the Europcar Booking Terms and Conditions and in the Europcar Rental Terms and Conditions pro tempore in force.

### **3. Information on the booking of vehicle rental services abroad**

Europcar Italia S.p.A. provides a vehicle rental service strictly in Italy. The on line booking tools available on the website [www.europcar.it](http://www.europcar.it), with reference to any foreign destinations, are connected to the foreign companies of the Europcar group/Europcar. Affiliates operating in the individual destinations (a list of which is available here) with respect to which Europcar Italy S.p.A. will

only provide a service, for the benefit of the customer, consisting strictly in the translation of its contents, and process, in the name and on behalf of such foreign companies, any pre-paid rental amounts and provide assistance to the customer in Italian. The rental of the booked vehicle is subject to the signing of a rental agreement at the foreign offices of the foreign company of the Europcar Group/Europcar Affiliate, on the terms and conditions applied by the person providing the rental service (an extract of which is available here).

#### **4. Change and cancellation of bookings**

##### **a) Guaranteed Booking (pay-on-arrival)**

You can view, edit and cancel your on line pay-on-arrival booking free of charge, after it has been confirmed, within the established time for collection of the vehicle through the page "My Europcar" on the website [www.europcar.it](http://www.europcar.it).

To be able to change or cancel a booking, you must first sign in with the Driver ID used to make the same booking. You cannot change a booking on line made through the Europcar Booking Office, travel agencies, or bookings made with another Driver ID. To change a modified booking and/or bookings made through the Booking Office or travel agency, contact the competent office at 199 30 70 30.

##### **b) booking via the Call Center (pay-on-arrival)**

You can view, change and cancel your on line pay-on-arrival booking free of charge, after it has been confirmed, within the established time for collection of the vehicle via the Call Center by calling 199 30 70 30.

##### **c) Extended Guaranteed Booking**

You can view, modify and cancel your on line pay-on-arrival booking free of charge, after it has been confirmed, within the established time for collection of the vehicle through the page "My Europcar" on the website [www.europcar.it](http://www.europcar.it).

To be able to change or cancel a booking, you must first sign in with the same Driver ID used at the time of booking. You cannot change a booking on line made through the Europcar Booking Office, travel agencies, or bookings made with another Driver ID. To change a modified booking and/or bookings made through the Booking Office or travel agency, contact the competent office at 199 30 70 30.

In any case of pay-on-arrival booking, If the customer has requested the "Extended Guaranteed Booking" service, and the booking is not cancelled within the established time for collection of the vehicle indicated at the time of booking (see "change/cancellation of booking"), and the vehicle is not collected before the closing time of the station, Europcar will have the right to charge a "no show fee" equal to the amount indicated in the Tariff Guide.

##### **d) Prepaid Booking**

You can view, change and cancel your prepaid on line booking, after it has been confirmed, through the page "My Europcar" on the website [www.europcar.it](http://www.europcar.it) and change and cancel your reservation made via the Call Center or Europcar rental Station, after it has been confirmed, by calling 199 30 70 30 and, in the latter case, the related Rental station, respectively, within the time-limits specified below.

You may cancel your reservation free of charge up until 48 hours before the time of collection of the vehicle indicated at the time of booking. After this period, Europcar will reimburse You the prepaid amount minus a "Late cancellation fee" which will be charged to You. The amount is indicated in the Tariff Guide.

In case You fail to cancel the reservation and You fail to collect the vehicle on the rental start date, Europcar will reimburse You the prepaid amount minus a "No show fee" which will be charged to You. The amount is indicated in the Tariff Guide.

In case the prepaid amount is lower than the applicable "late cancellation fee" or "no show fee" amount, that latter amount will be duly reduced to the prepaid amount which, in such case, will not be reimbursed

Any changes to the reservations (other than cancellations) may be made by the customer free of charge.

Reservation changes may affect (increase or decrease) the rental rates based on the modified characteristics of the rental; Europcar may consequently need to issue a new confirmation of pre-payment.

If the reservation changes are not made in accordance with what is set out in this Article, no refund will be given, even in the case of early return of the rented vehicle or late collection of the same

#### **5. Force Majeure**

Neither party shall be liable for failure to perform their obligations under any kind of reservation in cases of force majeure.

"Force majeure" - within the meaning of the legal provisions in force - means an irresistible, unfore-seeable and extraordinary event which is beyond the control of the parties and prevents the same from fulfilling their obligations. Therefore, in cases of force majeure:

- prepaid booking: the transaction will be cancelled and Europcar will refund the pre-paid rental amount. Europcar will have no further obligations vis-à-vis the transaction;
- Guaranteed Booking/Extended Guaranteed Booking: the booking will expire, no fee will be charged for no show and Europcar will have no further obligations vis-à-vis the transaction.

## 6. Other provisions

The rates specified at the time of booking do not include any additional charge not specifically indicated as included in the booking confirmation sent by Europcar nor any optional additional services requested by you or any other additional charge specified in the Rental Terms and Conditions pro tempore in force for which you may be responsible (e.g. administrative penalties, damage, etc.).

By making the booking the applicant guarantees that the data provided is correct and the credit card indicated has sufficient funds to cover the related order, assuming any responsibility for the correctness and feasibility of the reservation. In case of any changes made to the data provided by the applicant, it is the latter's responsibility to inform Europcar thereof as soon as possible.

Europcar reserves the right to refuse an order request or booking where the applicant fails to provide all the data required and necessary to use the services offered, or in the case of malfunctioning of the electronic systems or operating software, or of incorrect or incomplete information contained in the Website which is beyond the applicant's control.

In case of non-acceptance of the request, Europcar undertakes not to apply any fees to be borne by the applicant and to contact (via e-mail, fax or phone) the applicant as soon as possible at the address provided by the latter to notify them of the failed transaction.

Europcar reserves the right to make the necessary controls on the validity of the credit card used by you at the time of the booking request. Europcar is not responsible for any illegal or improper use of the customer's credit card nor for any damage that may be caused to the customer as a result of transactions carried out using a credit card, which are beyond its control. Failure to make any payments due by you within the established time-limits shall determine the resolution of the booking agreement pursuant to Article 1456 of the Italian Civil Code, without prejudice to Europcar's right to claim damages.

Any changes in the price of the foreign products or services offered on the Europcar Website due to fluctuations in the exchange rate shall be borne in full by you.

In case of reservations made in the name of more than one person, the signatory of the agreement will be directly and personally responsible for the payment of the full amount as consideration for all the booked services and hereby undertakes to inform the other parties of all the terms and conditions governing the agreement.

Europcar does not guarantee availability of all the booking services in countries other than Italy, and invites you to consult the official websites of the companies of the Europcar group/Europcar Affiliate.

Europcar Italia S.p.A. is not responsible for the booking services or simulated booking services available on websites other than the Website [www.europcar.it](http://www.europcar.it) regardless of whether these are connected to third parties or companies belonging to or associated with the Europcar group.

The Europcar Booking Terms and Conditions and Rental Terms and Conditions are subject to change at any time.

The information on the prices provided by the on line booking service is based on the data provided by you.

No on line booking of a Europcar vehicle may, under any circumstances, be construed to constitute a rental agreement.

Each official website of the Europcar group contains a memorandum of the conditions of booking and rental of the Europcar vehicles, in the language of the customer concerned and in accordance with the laws and regulations in force in the country where the services will be provided. These conditions may be provided to you at your request. If such notice does not appear on the official website, you will be deemed to have been adequately informed hereby. In any event, the car rental agreement shall be drawn up at the time you collect the vehicle and sign the rental agreement, accepting the general and specific conditions of rental contained therein.

If you have any comments to make on the functioning of the website, and especially on the functioning of the on line reservation form, you may contact the website administrator at the Europcar address indicated above or at the following e-mail address: [webmaster@mail.europcar.com](mailto:webmaster@mail.europcar.com).

# Europcar

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## **Europcar Italia S.p.A.**

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39100 Bolzano - Italia

Capitale sociale €4.160.000 (i.v.)  
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Part. Iva n. 05035331007

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Società a Socio Unico soggetta alla  
direzione e coordinamento della  
Europcar Mobility Group S.A.

