

General Terms & Conditions

Europcar Sri Lanka

General Conditions

The Lessor hereby leases the vehicle, as specified on the reverse side of this Rental Contract, to the Lessee whose signature is affixed herein. The Lessee expressly accepts and agrees to abide by the terms and conditions delineated on both sides of this Rental Contract.

Article 1 - Age Requirements

Rental Drivers must fall within the age range of 21 years to 65 years to be eligible for vehicle rental.

Article 2 - Airport Entrance/Location Fee

In Sri Lanka, where there is a single International Airport, all associated entrance and location fees are comprehensively included in the rates displayed.

Article 3 - Additional Drivers

The inclusion of up to two additional drivers is provided at no extra cost.

Article 4 - Safety Deposit

Upon arrival, customers are required to retain a safety deposit equivalent to the estimated rental charge, ranging from EURO 700 to EURO 2000. This amount can be submitted in either cash (EURO/US\$/GBP) or by Credit Card. The Deposit will be refunded on the last day when the vehicle is safely returned.

Article 5 - Rental Counter Payment Requirements

Payment at the rental counter must be made using cash or a credit card (MasterCard / Visa OR Amex) that is registered in the driver's name. Traveler's cheques, debit cards, and EURO cheques are not accepted forms of payment.

Article 6 - Driver License Requirements

The renter is required to possess a valid International Driving Permit with a minimum validity of one year, authorized by the Sri Lanka Automobile Association, Driving a vehicle in Sri Lanka., without a Temporary Sri Lankan Driving License is prohibited for tourists. Obtaining a Temporary Driving License is mandatory.

In case the customer does not possess an International Driving Permit, they must visit the Motor Traffic Department in Weerahera to acquire a local license before collecting the vehicle. Alternatively, we can arrange this on behalf of the customer at a cost of EURO 50.00 Per License.

To facilitate the process, customers are requested to send their International Driving Permit Scan copies (Front Page and Inside page with the Photo), Passport Copy, and a Passport Size Color Photo of the main driver via email to: europcarsrilanka@yahoo.com or through WhatsApp at +94 761 777 888 and it will take 3-4 working days' time. We recommend all the customers to send the necessary documents in advance to avoid the problems on arrival. This enables us to organize the Sri Lankan License in advance and hand it over to the customer.

Article 7 - Flight Information

For Airport pick-ups and drops, accurate flight details, including flight numbers, arrival and departure timings to Colombo Airport are crucial. Customers are kindly requested to provide this information once the reservation is made. This ensures a smooth and timely coordination for airport-related services. On arrival you will be meeting our Airport representatives at the meeting area who is holding a sign board in the customer name with Europcar sign.

Article 8 - Insurances

All vehicles come equipped with Comprehensive (Full) Rent-A-Car Insurance.

Article 9 - Our Rates and Products

We provide various products with different rates, inclusive of:

- Limited & Unlimited Kms Per Day Package
- Local tax (VAT)
- Third Party Liability Insurance
- Collision Damage Waiver (CDW)
- Theft Waiver Insurance
- Airport charges and parking

Insurance Details:

Collision Damage Waiver (CDW): This coverage limits the liability for damages. Customers bear responsibility for an excess charge, the amount of which varies based on the engine size of the vehicle.

Theft Waiver:

This insurance covers the value of the car in the event of theft while in possession of the renter. The hirer is responsible for the excess on the vehicle.

Exclusions:

Carried clothing or other articles are not covered. The renter may be held responsible for damage to or loss of Tyres, Windscreens, Glass, Buffers, Lights, Roof, and Undercarriage.

Excess Deduction:

In case of damage, an excess amount ranging from EURO 700 to EURO 2000 or according to the damage will be deducted. The remaining balance will be claimed from the insurance.

Recommendation:

We strongly recommend customers to consider applying for additional International Insurance cover during the booking process. This allows them the potential reimbursement of the full amount paid in Sri Lanka in the event of any accident upon their return to their home country.

Article 10 - Third Party Liability

Third-party liability is comprehensively included in our rates.

Article 11 - Accidents/Road Side Assistance

In the event of an accident, the customer must promptly inform us. Depending on the circumstances, we reserve the right not to replace the vehicle. The customer is required to report to our Head Office to sign the new Rental Agreement and receive the replacement vehicle.

Failure to inform us immediately, without moving the vehicle, renders us unable to claim from the insurance. In such cases, the customer must pay the full damage amount as per our assessor's estimate before departure. If the customer refuses to pay, legal action may be taken against them in accordance with the contract terms. There are few steps customer should take if any accident and please contact our station for further clarifications.

Article 12 - Cancellation Policy

Cancellation requests must be submitted via email to europcarsrilanka@yahoo.com. Please note that we do not accept cancellations over the telephone.

In the case of a "No Show," a 100% cancellation fee will be charged if we do not receive the cancellation at least 24 hours before the scheduled arrival.

Article 13 - Use of the Vehicle

The Lessee shall adhere to the following conditions:

- (i) The vehicle shall only be operated by the Lessee or individuals explicitly approved by the Lessor, for whom the Lessee assumes responsibility.
- (ii) The vehicle shall not be used for the paid carriage of passengers, Safaris inside National Parks or any other adventures, participation in races, pushing or towing of other vehicles, engagement in illegal activities, or the transportation of goods.
- (iii) The Lessee shall refrain from operating the vehicle under the influence of alcohol or drugs.
- (iv) The vehicle should not be overloaded, violating specified passenger limits in the registration papers.
- (v) Only individuals designated by the Lessee, subject to prior Lessor authorization, may operate the vehicle. These designated individuals must be at least 23 years old and possess a valid International Driving License authorized by the Sri Lanka Automobile Association.
- (vi) The Lessee is responsible for keeping the vehicle closed and locked when not in use, retaining possession of the vehicle's papers.
- (vii) Assignment, sale, mortgage, or pledging of this Contract, the vehicle, or related equipment is strictly prohibited.

Any violation empowers the Lessor to demand immediate return of the vehicle.

In the event of a violation of any of these terms, the Lessee shall be charged the entire deposit and face an additional penalty of Euro 1000, as specified in the applicable rate list.
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Article 14 - Conditions of the Vehicle

The Lessee acknowledges receiving the vehicle in proper condition. Upon return, the vehicle must be in the same condition; failure to comply will result in a EUR 50 cleanup charge. Smoking inside the vehicle is strictly prohibited, and violation incurs a penalty of up to EUR 250.

All five tires must be in good condition without punctures. Any damage, excluding normal wear, requires the Lessee to replace the damaged tire promptly with an equivalent one.

The Lessee must not tamper with the trip recorder and connectors.

Article 15 - Maintenance and Repair

Normal mechanical wear is the responsibility of the Lessor. Repairs during the rental period are permissible only with prior written agreement and according to Lessor instructions.

All repairs must be substantiated by a receipt and an itemized bill, with replaced defective parts presented.

Article 16 - Rental - Prepayment - Extension

Rental price and prepayment are determined by applicable rate lists and must be paid in advance. Credit card holders approved by the Lessor are exempt from prepayments within specified limits. Prepayment does not extend the rental period. Extension payments for periods beyond the original agreement must be made promptly, failing which the Lessee may face penalties, including the forfeiture of the entire deposit.

The Lessee commits to returning the vehicle on the agreed-upon date and time. Any delay or change in dates must be communicated to the Lessor at least three days in advance.

Article 17 - Payments

The Lessee agrees to make payments promptly upon Lessor's demand. Failure to comply within 48 hours incurs contractual interest at the prime rate plus three percent. The Lessee is responsible for fines, charges, taxes, kilometric charges, inter-city service charges, and all direct and indirect taxes specified in the applicable rate list.

Article 18 - Insurance

(i) The Lessor bears no responsibility for objects left in the vehicle during the rental period.

(ii) Lessee is liable for damages resulting from poor road conditions.

(iii) The Lessor disclaims responsibility for injury to third parties or damage to the vehicle caused by the Lessee during the rental period if false information regarding identity, address, or driver's license validity is willfully supplied. However, the Lessee is covered by the insurance policy in case of truthful information.

(iv) Individual insurance may be provided for passengers, including the driver, with limits specified in the insurance policy and applicable rate list.

(v) Lessee and authorized drivers are obligated to participate as assured in the benefits of a motor car insurance policy. The policy covers injury to third parties according to the regulations of the country in which the vehicle is registered.

(vi) The Lessee approves the policy and agrees to adhere to its terms and conditions. In case of an accident during the rental period, the Lessee agrees to take necessary steps to protect the interests of the Lessor and its insurance company.

(a) Report any accident, theft, or fire, even partial, to the Lessor and the police without moving the vehicle.

(b) Include in the report details such as circumstances, date, place, and time of the accident, names and addresses of witnesses, owner of the other involved vehicle, vehicle number, owner's insurance company, and policy number.

(c) Attach any available police or bailiffs report to the accident report.

(d) Do not discuss liability or settle with parties relative to the accident.

(vii) Clothing or other articles are not covered. The Lessee may be held responsible for damages or loss of tires, windshields, buffers, glass, side mirrors, and undercarriage. Missing vehicle documents will result in a 100% deposit charge. An excess amount of EUR 500 to EUR 750 will be deducted from the credit card for damages.

(viii) The vehicle is insured only for the specified rental period on the reverse side. Beyond this period, unless an extension is agreed upon, the Lessor bears no responsibility for accidents caused by the Lessee.

Article 19 - Liability

The Lessee and authorized drivers are criminally liable for any infringements committed while driving the vehicle, as per the Highway Code.

Article 20 - Petrol and Oil

Petrol/Diesel expenses are the responsibility of the Lessee. The Lessor provides the vehicle on a Full to Full or Level to Level basis, and the Lessee must perform a standing check of oil and water.

If the Lessee fails to return the vehicle with the same fuel level as at the commencement of the rental period, a penalty charge will be imposed. The penalty amount will be specified in the applicable rate list and deducted from the Lessee's deposit or charged to their credit card, as per the terms outlined in this Rental Contract.

Article 21 - Lost or Damaged Key

In the event of key loss, misplacement, damage, or failure to return the key with the vehicle, the full deposit will be charged. This includes situations where the key is lost, misplaced, damaged, or not returned with the car.

Article 22 - Early Returns

Please be aware that no refunds will be provided for vehicles returned before the specified return date and time indicated on the voucher. A 100% rental charge will be applied as a cancellation fee.

Article 23 - Complaints/Problems

Kindly be informed that any complaints or problems must be submitted to us in writing within 30 days from the date of departure from Sri Lanka. Any complaints exceeding this 30-day period from the day of dropping off the vehicle will not be processed. Additionally, we will not entertain requests for details beyond the mentioned timeframe.

Article 24 - Returning the Vehicle

The Lessee must thoroughly read the above conditions before commencing the tour. The vehicle must be returned in a clear and proper condition. If any cleaning is required, a charge of EUR 20 will be applied at the time of return. If customer left the vehicle and leave from the country he/she is liable for the full damage or carries charges.

Article 25 - Validity of the Contract

No amendments or terms of this Contract are considered valid unless reduced to writing.

Article 26 - Settlement of Disputes

For any dispute arising from this contract, subject to local law:

If the Lessee is an individual, the court will be chosen according to local law.

If the Lessee is not an individual, the court will be chosen exclusively according to the place where the Lessor has its registration office.

Article 27 - Extras Available on Request

We offer a range of additional services available upon request:

- **Discount Hotel Rates:**

Special discounted hotel rates starting from EURO 40 upwards for all hotels in Sri Lanka. For more information, contact us via email: info@explorevacations.lk

- **Baby Seat / Booster Seats:**

Available upon request during the booking process at an additional charge of EURO 5 per day, up to a maximum of EUR 100.00 per rental.

- **Mobile Phone:**

Available upon request at EURO 30.00 per rental. Prepaid cards are also available at LKR.1000/=.

- **GPS Navigator System:**

GPS Navigator System is available upon request. Please mention this requirement in the reservation vouchers. Cost: EURO 5.00 per day, up to a maximum of EUR 100.00 per rental.

- **Extra Chauffeur Rate:**

All vehicle categories can be rented for either self-drive or with a chauffeur. The chauffeur drive rate is EURO 30.00 per day for a 10-hour service (during working hours from 8:00 to 18:00). This rate includes chauffeur fees, meals, and accommodation.