### **BOOKING CONDITIONS**



Please read this document before you complete our booking as it provides **important information about your booking** and your rental, including what to bring with you when you pick up the vehicle and **your responsibilities**.

Please also read the **General Conditions of Rental ("General Conditions"), Location Specific Conditions ("Location Conditions")** and your **Rental Agreement**. Your Rental Agreement is based on the terms and conditions contained in the General Conditions and the Location Conditions and will be provided to you at the time you pick up the vehicle.

You should carefully read the Rental Agreement provided at time of pick-up as it might either contain additional location specific terms and conditions or may differ from the General Conditions supplied during the booking process. We recommend you pay particular attention to the sections on 'Accidents, Theft and Damage, and 'Waivers'.

It is important to us that you enjoy your rental experience and that you have all the information you need. It might take you a little time now but it could save you time later.

# Making a booking

A booking allows you to reserve a vehicle and optional extras for 'pick-up' at a particular time, date and location and for the agreed rental period. You must meet our Rental Requirements. You **must agree** and sign the **Rental Agreement**, unless you are an Avis Preferred member and have opted in to the master rental agreement.

Avis Preferred members who have opted in to the master rental agreement will have agreed to the rental terms and conditions at the time when you signed up to Avis Preferred. Nevertheless, even Avis Preferred members **will be required** to sign the Rental Agreement where legal requirements require that a local rental agreement is concluded, where you have not opted in to the master rental agreement or where your rental is at a location that does not offer the Avis Preferred service.



The Rental Agreement is governed by the law of the country where you pick-up the vehicle and is formed between you and the vehicle rental provider at the time of pick-up, if you meet all the Rental Requirements. The vehicle rental provider will be a member, agent or representative of the Avis Rent A Car System. This booking IS NOT a Rental Agreement.

By making a booking you **agree** to be provided with a copy of these booking terms, the **General Conditions** and the **Location Conditions** electronically using the email address you have provided.

# 'Pay now' and 'pay at location' bookings

With 'Pay Now' bookings, you pay for the rental period and any optional extras when you book. Not all optional extras are capable of being pre-paid. Optional extra's that cannot be pre-paid at time of booking is subject to 'Pay at Location' terms. Any optional extra's that have been pre-booked but that cannot be pre-paid will be designated as 'Pay at Location' and the conditions regarding 'Pay at Location' will apply.



You must pay a cancellation fee if you cancel your booking. You must pay a cancellation fee if we cancel your booking because you failed to meet the Rental Requirements. You must pay a fee if you do not cancel your booking and you fail to show-up. We call this a non-cancellation fee. The non-cancellation fee could equal the full amount of your booking. Please see the 'Cancellations' section for details.

Ī

A booking contract will form between you and **Avis Finance Company Limited** when you **agree** to the booking terms and give us permission to debit your payment card for the 'Pay Now' amount and to keep the **value of the cancellation fee** or **non-cancellation fee** if this applies. This happens when you.

- · Click the 'Pay Now' button when booking online or using the mobile app or
- Provide your payment details and ask to, or agree to 'Pay Now' when using any other method (e.g. over the telephone)

The laws of England and Wales apply to this booking.



With 'Pay at Location' bookings you request a vehicle now but pay for it at the agreed pick-up location. 'Pay at Location' prices may be less competitive than 'Pay Now' prices. You **must pay a fee** if you do not cancel your booking and your fail to show-up. We call this a **non-cancellation fee**. Please see the 'Cancellations' section for details.



You **agree** to the booking terms and give the vehicle rental provider permission to debit your payment card for the value of the **non-cancellation fee**, when you (i) click the 'Pay at Location' button when booking online or using the mobile app or (ii) provide your payment details and ask to, or agree to 'Pay at Location' when using any other method (e.g. over the telephone).

The law of the country in which vehicle rental provider is resident applies to this booking.

**CONTACT US:** For 'Pay Now' bookings, Avis Finance Company Limited can be contacted by writing to Avis Budget House, Park Road, Bracknell, Berkshire, RG12 2EW, United Kingdom or by contacting Reservations (see below). For 'Pay at Location' bookings, the vehicle rental provider is the person named on your review your booking page and on your email confirmation. Alternatively, please contact Reservations.

# 3. Changing your booking – All booking types

You may change your booking (whether a 'Pay Now' or 'Pay at Location' booking) any time before the day you are due to pick-up the vehicle by calling Reservations or managing your booking online (if available). You may be able to change your booking on the pick-up day, but you will need to check with Reservations.

We will send you a revised booking confirmation email confirming your new booking details and new amount paid to the email address you provided.

All change requests will be subject to availability and may result in a **price change**, as the revised booking will be at prices available at the date of the change. If the 'Pay Now' amount at the end of the booking is:

- More than the amount you paid us, you must pay the balance
- Less than the amount you paid us then no refund will be given. However, if you wish to buy
  optional extras when you collect the vehicle, you may use the difference towards the cost of
  these optional extras.

There is no charge for making a change. However, if the change has the same effect as a **cancellation**, you may be charged a **cancellation fee**. You may be entitled to a refund if you have made a new booking. Please contact Customer Services for more information.

If you originally made a booking for an Avis Select Series vehicle and you change the location to one that does not offer Avis Select Series, you may not be able to get your chosen make and model.

# 4. Cancellations – All booking types

You may cancel your booking at any time before the day you are due to collect your vehicle by calling Reservations or managing your booking online (if available).



Depending on when you cancel, **you may be charged either a cancellation fee or a non-cancellation fee**. The fee is calculated taking into account the type of booking, the amount of notice you have given and the location where you would have picked up your vehicle.



Notice of Cancellation	'Pay Now' booking	'Pay at Location' booking
Up to 24 hours before the day your rental was due to begin	No fee for cancellation. We will give you a full refund	No fee
Less than 24 hours before the day your rental was due to begin	The lower of (i) 1 day worth of your booking, or (ii) depending on the country you booked in, GBP 60, EUR 65, CHF 76, ZAR 425, NOK 645, DKK 485, SEK 693, PLN 281 or the equivalent amount in local currency. Fees are subject to taxes where applicable.  Or, in the case of Avis Prestige vehicle  The lower of (i) the full amount you paid us, or (ii) depending on the country you booked in, GBP 80, EUR 90 or CHF 100.	No fee
If you do not cancel and fail to show-up	No refund. We will retain the full amount.	Depending on the country you were due to rent in, the fee is GBP 60, EUR 65, CHF 76, ZAR 500, NOK 645, DKK 485, SEK 693, PLN 281 or the equivalent amount in local currency. Fees are subject to taxes where applicable.

You have the right to prove that neither the vehicle rental provider nor us has sustained any loss or any loss sustained is significantly lower than the amount deducted, and if proved, you may be entitled to a **full or partial refund.** 

**CONTACT US:** You must contact customer services in writing to request a refund. It can take up to 14 days for your card company to process a refund. We are not responsible for how long it takes your card company to process a refund.

# 5. The price

The **vehicle rental price** is calculated based on your requested start and end dates and times, the rental location(s), the amount of time you rent for, the type of vehicle stated you requested.

The **price of optional extras** – such as baby seats, additional driver(s), excess reduction products, delivery charges and GPS devices – are calculated based on the requested start and end dates and times and the rental location from which you will pick-up the vehicle.

Unless stated otherwise, the price also includes all costs you must pay – for example, vehicle tax, local taxes, and any location surcharge.

Ī

Some locations – mostly airports, train stations and in some city centre locations – will charge a location surcharge as it costs us more to operate there. Don't worry, it will be included in the price quoted to you but it may be shown as a separate item on your rental contract or receipt.

If you are renting in the Canary Islands, you vehicle rental provider is Alquile un Coche en Canaries S.L., an independent licensee and a member of the Avis Rent A Car System. Alquile un Coche en Canaries S.L requires that the renter purchase fuel-up-front. Please review the **Location Conditions** for the Canary Islands for more information.

# 6. Rental requirements

### **Booking Reference**

You must bring your reservation number or booking confirmation email with you. It will help the location find your details so you can get on your way as quickly as possible.



### **Driving Licence**



We **may refuse** to allow any driver to drive the vehicle who (i) **does not** hold a full driving licence valid for use in the country of rental for the entire rental period, (ii) **has not** brought an international driving licence or official translation (if applicable), (iii) **has not** held their licence for the minimum period required by the rental location, (iv) has driving related **convictions**, or (v) who **does not** meet our **security or credit checks**.

Please read the Location Conditions – Driving licence and ID requirements or call Reservations for more information.

**Drivers must** bring an international driving licence **or** an official translation in the language of the country of rental **if**:

- Their driving licence was issued in Europe and you are renting in a country outside Europe
- Their driving licence was issued in a non-European country, and you are renting outside that country
- Their driving licence was issued in a non-roman alphabet like Arabic, Chinese, Greek, Russian, Hebrew or Japanese (and other similar non-roman alphabet based languages)

Drivers are responsible to check what the statutory requirements are in the country in which they intend to drive.

**Drivers must** bring previous driving licences or a letter from their driving licence authority stating that they have held it for at least the minimum period if their current driving licence does not show the full period.

### Proof of Identity, Photo ID and Proof of Address

Please note that not all locations will accept a driving licence as a valid form of identity or address. As such, **the person hiring the vehicle must** bring proof of their identity, e.g. a valid current passport or identity card/document. The photo ID **must be** recognisable. The **person hiring the vehicle must** also bring proof of their address. This could include a recent utility bill or a bank statement that shows the address.

Drivers shall ensure that the rental agreement indicates their personal postal address.

### **Payment Methods**

We generally accept American Express (excluding Travellers Cheque Cards), Diners, Visa and MasterCard (in both cases excluding prepaid cards) and Avis issued charge cards. For more information please read the **Location Conditions – Payment Section** or call Reservations.



**You must** bring the payment card used to make your booking as it is used as a form of identity check to ensure the vehicle is given to the person who made the booking. For certain high value vehicles, **you must bring two payment cards** in the name of the person who made the booking who must also be the main driver. Please look at your booking confirmation email, or call Reservations.

The name on the payment card(s) must be the same as the name on the driving licence for the main driver.

If you don't have the payment card used to make the booking with you, we reserve the right to cancel your booking and to charge your payment card on record for damages we have incurred (to the extent legally permissible). The rental location may, at its sole option, still rent to you if they have another vehicle available and you meet all rental requirements and security checks, but you will have to pay the 'Pay at Location' prices available on the day, as this will be treated as a new rental.

### Pre-Authorisations and Security Deposits:

Before the rental location will let you rent a vehicle, they will take a **pre-authorisation** or a **security deposit**. **You must** use an approved payment card that is in your name and has enough funds available on it.



# I

### What is a Pre-Authorisation or a Security Deposit?

A pre-authorisation holds an amount of money in your account. Once a pre-authorisation has happened, you won't be able to use that money for anything else until you've paid for the rental and your card company releases the pre-authorisation. While a pre-authorisation is in effect, it may even look like the amount has been deducted from your account, this isn't the case; the money is simply 'on hold' until a final payment has been made.

A security deposit, on the other hand, transfers money out of your account. Where a security deposit is taken, the amount of the security deposit will be the same as for a pre-authorisation.

The value depends on the country in which you are renting. For a full explanation, please refer to the Location Specific Terms and Conditions for the country in which you are renting or speak to a member of our Reservations team

At vehicle return, the final payment amount will be calculated and processed using the payment card provided. If the final payment is greater than the **security deposit**, the rental location will ask you to pay the difference. If the final payment is less than the **security deposit** – or you choose to pay using a different method – you will need to contact Customer Services to get a **refund**.

If you choose to pay by a different method, please be aware that the **pre-authorisation** on the original card will remain until released by your card company.

Your card company not the rental location is responsible for releasing pre-authorisations and processing approved refunds and this can take up to 28 days.

### **Driver Age Restrictions**

There are age restrictions – but they vary by vehicle and by country. Please read the **Location Conditions – Age Information** section or call Reservations.



If a driver is under the minimum age to drive the vehicle class booked, the rental location will try to find you a vehicle with a lower age restriction. Drivers above certain age **must** provide additional documents to show they are fit and able to drive. Drivers above a certain age or below a certain age **must** pay a driver surcharge. If a driver is under the minimum age or over the maximum age restriction for **all vehicles**, they won't be able to drive.

### Unacceptable Behaviour

The **rental location may refuse** to rent to you if you or anyone in your party behaves in an unacceptable way, e.g., if they believe that any driver is under the **influence of drink or drugs** or you, or anyone in your party, is **abusive or threatening** to their teams or the customers.

# 7. Security Checks

By making a booking **you agree** to identity, security, driving licence and credit checks being carried out against you and any **additional drivers or persons making payment towards the rental**. See Section 9 Use of Your Personal Information for more information.



The **rental location may refuse** to rent the vehicle if you or the person making payment fails any of the checks and this leads us to believe that you, the person payment for the vehicle, the driver or any additional driver results in the rental being deemed high risk. **The rental location may refuse** to allow a driver to drive the vehicle if they fail any of the checks. The **rental location may**, if allowed by law, **refuse** to rent the vehicle if you or any person making payment owes any amount owed to them or any other member of the Avis Rent A Car System or another group company.

If any information you have given is shown to be false or inaccurate, then you'll have **broken your** contract. You will then have to pay for any costs or damages we have incurred.

# 8. Availability

#### Vehicles

If there are no vehicles available in the group you booked, the **rental location will** try to find you a vehicle from a higher group at **no extra cost**. If they can only find you a vehicle in a lower group **and you agree** to rent this



vehicle, you will only be charged for the value of that vehicle. If you have already paid, you will be entitled to a refund of the difference.

If you have booked a larger size vehicle and it is unavailable, to get you on your way, the rental location may provide you with more than one vehicle or suggest you use alternative transport until they can get a vehicle in the group requested to you.

This rarely happens, but if no vehicles are available, you will of course be entitled to a full refund of any amount you've already paid.

### **Optional Extras**

It would be unusual for the rental location not to have an optional extra you pre-booked. If it does happen, they will try to get one from another rental location. If this is not possible, the rental location will (at their option): buy a new one for you, ask you to buy a reasonably priced one from elsewhere and reimburse you the price paid or refund you the cost of the pre-booked optional extra.

CONTACT US: You will need to contact customer services with your booking reference number for a refund.

## Use of your Personal Information

By making a booking, you expressly agree to us using and transferring your personal information for as long as the law allows us to as set out in this section.

We will use (or process) your personal information in order to:

- Request the reservation of the rental services to you.
- Carry out relevant identity, security, driving licence and credit checks,
- Maintain and improve our administration and management of our services.
- Send you information about similar goods and services that we think will be of interest to you if the law allows us to do so. We do not share your personal information with third parties to use for marketing purposes unrelated to Avis. You may opt out of receiving such information at any time by contacting Customer Services or by clicking the unsubscribe button in the email you have received.

We share your personal information with:

- The vehicle rental provider who will be a member of the Avis Rent-a-Car System. The vehicle rental provider could be located both within and outside of Europe but we will only transmit your personal information to the extent necessary for them to provide the rental services to you,
- Wizard Co. Inc., the owner of the reservation system, which is located in the United States of America, but only to the extent necessary to process your booking through the reservation system,
- Enforcement authorities, such as the police or local authorities and municipalities if we consider they have a right to the information and the law allow us to do so or to verify the validity of vour driving licence.
- Third parties, usually located in the country of rental, to allow identity, security, driving licence and credit checks to be carried out and to detect and prevent crime,
- Third parties who are acting on our behalf in claims and collections administration,
- Third parties who are acting on our behalf in conducting customer surveys that we use for improving our services to you.

You have a legal right to access to the information we hold about you, and if you are able to provide the necessary justification, you may ask for any personal data to be corrected, modified, blocked or removed. You have a right to ask for an explanation of the data processing and further rights set out in the applicable data privacy laws to the extent this is necessary to ensure the fair processing of your data. You also have the legal right to object to the processing of such information for compelling and legitimate reason.

Please see our privacy policy available on our website for more information.

CONTACT US: To access this information, please contact customer services and ask for details. We may ask you to pay a subject access request fee if the law allows us to do so.





### 10. Liabilities

We/the vehicle rental provider (as the case may be) will not be responsible for losses you have suffered as a result of us or the vehicle rental provider breaching these booking terms where such losses are not within ours/the vehicle rental provider's and your contemplation at the time the booking is made. We/the vehicle rental provider are not responsible for any indirect losses (such as loss of profits, loss of enjoyment or loss of opportunity). These limitations will not apply to the extent not permissible by law. Nothing in these booking terms reduces your statutory rights relating to a refund (if any).

## 11. Complaints Referral

We are a member of the **European Car Rental Conciliation Service** (ECRCS) and a number of local car rental conciliation services. These organisations independently review disputes with no additional cost to you. If you make a complaint and are unhappy with our final response you can refer your dispute to the relevant conciliation service. We will tell you who this is.

**CONTACT US:** For information on the ECRCS, please call customer services

Thank you for choosing to rent with Avis.

CONTACT US				
AUSTRIA				
Reservations	Customer Services			
https://www.avis.at/kontakt	https://www.avis.at/kontakt			
BELGIUM				
Reservations	Customer Services			
https://www.avis.be/contact-opnemen	https://www.avis.be/contact-opnemen			
CZECH REPUBLIC				
Reservations	Customer Services			
https://www.avis.cz/en/contact-us	https://www.avis.cz/en/contact-us			
DENMARK				
Reservations	Customer Services			
https://www.avis.dk/kontakt	https://www.avis.dk/kontakt			
FRANCE				
Reservations	Customer Services			
https://www.avis.fr/aide	https://www.avis.fr/aide			



GERMANY				
Reservations	Customer Services			
http://www.avis.de/hilfe	http://www.avis.de/hilfe			
ITALY				
Reservations	Customer Services			
http://www.avisautonoleggio.it/aiuto	http://www.avisautonoleggio.it/aiuto			
LUXEMBOURG				
Reservations	Customer Services			
https://www.avis.lu/nous-contacter	https://www.avis.lu/nous-contacter			
NORWAY				
Reservations	Customer Services			
https://www.avis.no/kontakt-oss	https://www.avis.no/kontakt-oss			
NETHERLANDS				
Reservations	Customer Services			
https://www.avis.nl/contact-opnemen	https://www.avis.nl/contact-opnemen			
POLAND				
Reservations	Customer Services			
https://www.avis.pl/skontaktuj-sie-z- nami	https://www.avis.pl/skontaktuj-sie-z- nami			
PORTUGAL				
Reservations	Customer Services			
http://www.avis.com.pt/ajuda	http://www.avis.com.pt/ajuda			



SPAIN			
Reservations	Customer Services		
http://www.avis.es/ayuda	http://www.avis.es/ayuda		
SWEDEN			
Reservations	Customer Services		
https://www.avis.se/kontakta-oss	https://www.avis.se/kontakta-oss		
SWITZERLAND			
Reservations	Customer Services		
https://www.avis.ch/kontakt	https://www.avis.ch/kontakt		
UNITED KINGDOM			
Reservations	Customer Services		
http://www.avis.co.uk/help	http://www.avis.co.uk/help		