TERMS & CONDITIONS

1. RENTAL REQUIREMENTS AND PAYMENT
At the time of rental the following must be provided:
1.1 Europcar approved method of payment or credit card.
1.2 A full name, address, and telephone number
1.3 Local contact details.
1.4 A valid, original driver's licence and original passport or identity document.
1.5 Account holders must produce all of the above including an official company order.

2. GENERAL
2.1 “Renter” refers to any party to this agreement whether the driver, additional driver, authorised signatory or qualified payer.
2.2 Vehicles are rented subject to Europcar Tanzania’s standard terms and conditions as reflected herein.
2.3 Please refer to the Europcar Tanzania website www.europcar.co.tz

3. DRIVING REQUIREMENTS
3.1 Tanzanian Government Legislation requires that whilst driving, the driver is required to have a valid driver’s licence in their possession.
3.2 Europcar Tanzania requires that a driver must have obtained their licence at least two years prior to renting a vehicle and be over the age of 21 years.

4. COLLISION DAMAGE/THIEF WAVERS
4.1 Standard waiver only is available for the reduction of liability in the event of loss, theft and/or damage to the vehicle.
4.2 Standard waiver and Super waiver options are available for the reduction of liability in the event of loss, theft and/or damage to the vehicle.
4.3 The Renter will be responsible for the full replacement value of the vehicle, should theft/loss/damage be caused due to wrong and/or illegal actions or omissions (See Section 5 below for a detailed list of factors that may impact waiver).
4.4 An accident administration fee will be applied and charged to the Renter's credit card or account, in the event of damage/loss/theft of the vehicle.

5. DAMAGE / THIEF / LOSS
5.1 The Renter is required to contact Europcar immediately in the event of theft, loss or damage and a full report must be made to the nearest Police Station within 24 hours where an accident has occurred and within 6 hours in the case of loss/theft. A Police Services Case Reference number must be obtained from the Police Station.
5.2 An Incident Report must be completed; these are obtainable from any Europcar branch or Europcar website.
5.3 Where the vehicle is not drivable, phone Europcar and an authorized towing company will be appointed to uplift the vehicle.
5.4 Europcar reserves the right to provide a replacement vehicle.
5.5 Periods of belonging stolen or lost during an incident are not covered. Personal baggage insurance can be purchased prior to rental.

6. FACTORS THAT NEGATE WAIVERS
6.1 Gross negligence
6.2 Any wrong and/or illegal actions or failure to act which results in damage or loss.
6.3 Driving under the influence of alcohol or substances that diminish your capacity.
6.4 Unauthorised persons driving the vehicle.
6.5 Taking the vehicle across any border without authorization.
6.6 Not adhering to traffic rules and driving regulations.
6.7 Unsuitable driving or road conditions including unsurfaced roads
6.8 No other vehicles or third party involved in a collision unless exceptional circumstances apply and are proven.
6.9 Not reporting the collision to Europcar Tanzania and the nearest Police Station within 24 hours.
6.10 Failure to obtain authorisation from Europcar Tanzania and effect payment for the extension of the contract rental period.
6.11 Failure to report the theft of a vehicle to Europcar Tanzania and a Police Station within 6 hours of the event. A Police report reference number must be obtained from the Police Station.
6.12 Failure to produce the vehicle keys in the case of theft unless exceptional circumstances apply and are proven.
6.13 Failure to report the exact details of the last known location of the vehicle prior to theft.
6.14 Not using the vehicle for its intended purpose, for example carrying animals, unlawful and unsuitable goods.
6.15 Using the vehicle for agricultural purposes without prior authorisation.
6.16 Driving without due care and attention unless exceptional circumstances apply.

7. THIRD PARTY CLAIMS
7.1 Should the Renter be involved in an accident where the fault was not that of the Renter, the Renter is responsible and liable for the non-avoidable excess liability until a third party recovery has been made by Europcar Tanzania. Europcar Tanzania will reimburse the Renter the amount paid less the accident administration fee.
7.2 For full third party claims there will be an additional third party handling charge of $380.
7.3 For third party claims, fault is with the renter, Europcar Tanzania will settle claims through our insurance up to $300 000 total liability.

8. TRAFFIC FINES & TOLLING FEES
8.1 Should the Renter disobey traffic regulations which results in a fine, such amounts will be directed to the Renter of which Renter must settle directly to the relevant authorities. If not, the Renter will be charged an accident administration fee in addition to the fine.
8.2 All toll fees charged during the rental period will be for the Renter.

9. CROSS BORDER: SUBJECT TO APPROVAL FROM EUROP CAR TANZANIA
9.1 A letter of authentication or confirmation must be requested from Europcar Tanzania at the time of reservation for all cross border travelling. All necessary documentation regarding the vehicle must be obtained from Europcar Tanzania 48 hours before crossing the border.
9.2 Europcar Tanzania will not be held responsible if a Renter is refused entry into another country.
9.3 The Renter will pay for any cross border fees that may arise whilst crossing the border.
9.4 All non-refundable cross border fees incurred by Europcar Tanzania for vehicles crossing the border and is payable directly by the Renter.
9.5 An accident administration fee will be levied should an accident/traffic occur outside the borders of Tanzania according to Section 6. All costs and fees that are incurred to retrieve vehicle and assist Renter will be charged directly to the Renter.

10. DELIVERY & COLLECTION
10.1 Any toll fees, fuel or garden park entrance fees will be billed in addition to a delivery or collection charge.
10.2 The Renter shall take delivery of the vehicle at the place specified on the Rental Agreement. The Renter shall have no claim against Europcar Tanzania if the vehicle is not available for delivery, other than a refund of any amount paid or pro rata refund if the vehicle is not in delivery.
10.3 Where delivery takes place outside of the place and time specified, the Renter’s acceptance of delivery shall not constitute the delivery being unsolicited.
10.4 On the return date the Renter shall return the vehicle to the place and time specified on the Rental Agreement and the keys must be handed to a Europcar Tanzania authorized representative and the vehicle be parked in a designated parking bay and locked. The vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear accepted.
10.5 The vehicle shall be at the Renter’s sole risk from the date of delivery up and until the vehicle is returned to Europcar.
10.6 By the Renter’s signature hereto the Renter acknowledges that the vehicle is delivered by Europcar free of any damage whatsoever and in good order and repair unless such damage is recorded in writing and signed by both parties on the Rental Agreement or in the vehicle condition document.
10.7 On the return of the vehicle the keys being placed in a drop-off safe as a result of the designated return location being closed, then the parked vehicle shall be at Renter’s sole risk of loss or damage until Europcar Tanzania has recorded the return thereof.
10.8 If the vehicle is not returned in terms of this agreement shall constitute illegal possession by Renter and Europcar Tanzania may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof.
10.9 Fees delivery within 200 km of the Europcar Downtown depot located at CMZ Automobiles, Matakwa street, PO Box 1852 DSM.
10.10 One way rentals are available at the prescribed fee. These drop off charges are billed to the Renter. One way rentals to a non-Europcar Tanzania office are available on request.

11. OPTIONAL ACCESSORIES
11.1 These are available on request at the time of reservation or rental and any fees or applicable limited liability amount will be charged to the Renter at the time of rental.
11.2 In the interest of safety Europcar Tanzania representatives will not fit any accessories for the Renter; the Renter is responsible for the fitting of any accessory rented.

12. DEPOSITS - LIABILITY & FUEL
12.1 An excess insurance deposit is required for the applicable excess liability on initiation of rental. The Renter must be in possession of a credit card irrespective of product selection.
12.2 Each vehicle is refuelled on termination irrespective of whether Renter has filled the fuel tank or not and the Renter may be liable for an additional refuelling charge.

13. EXTENSION OF RENTAL
13.1 If the Renter wishes to extend the rental beyond the original return date, authorisation must be obtained from Europcar. Failure to do so will result in breach of all terms and conditions and Europcar Tanzania will immediately negate all waivers.
13.2 Additional rental days will be charged directly to the Renter's account or credit card at the prescribed rate.

14. EXEMPTION
14.1 Unless any wrongdoing can be proven against attributed to Europcar Tanzania, its agents or employees, Europcar shall not be liable for any damage or loss, whether direct or indirect, arising out of any defect in or mechanical failure or the safety of the vehicle or the driving or use thereof, caused by any direct or indirect acts or omissions of persons or special damages arising out of any of the foregoing. Europcar does not accept any liability for any loss of or damage to any property transported in or left in the vehicle or any other damages or loss as a result of the conveyance of the vehicle and/or any passengers. No warranties as to the condition, state of repair, performance capabilities, year of manufacture, odometer reading or anything else concerning the vehicle are given by Europcar Tanzania.

15. LEGALITIES
15.1 All notices and legal processes in terms hereof shall be given to the Renter at the address set out in the rental agreement (Renter’s chosen legal address). Any notice posted to Renter shall be deemed to be received 7 days after posting, unless the Renter proves the contrary, and to Europcar at their registered legal address. CMC Rent A Car Ltd, Matakwa street, PO Box 1852 Dar es Salaam, Tanzania.
15.2 The Renter consents to the geographic area of the Magistrate’s Court having authority over it in respect of any proceeding arising from this agreement even if the amount in issue would otherwise exceed the authority of such Court. This consent shall not however, prejudice Europcar in respect of their right to proceed in any court of competent authority.
15.3 The English version of this agreement will prevail in the event of a dispute.
15.4 This is the entire agreement and no variation or cancellation shall be valid unless in writing and signed by the Renter and Europcar Tanzania.
15.5 Europcar Tanzania may claim and recover from Renter on demand all costs and expenses incurred by Europcar Tanzania in consequence, directly or indirectly, of any breach of this agreement, including attorney and client costs, collection commission and any costs of tracing Renter or the vehicle.
15.6 A provision of this agreement which is invalid or unenforceable for any reason shall be severable from the rest of this agreement and shall not affect the validity thereof.

15.7 This agreement shall be governed by the laws of the Republic of Tanzania.
15.8 By the Renter’s signature hereto, the Renter accepts all the charges conveyed by Europcar Tanzania, including any charges relating to loss and damage to the vehicle.
15.9 By the Renter’s signature hereto, Renter hereby authorizes Europcar Tanzania to conduct reference checks or any other checks required by law on Renter, if necessary.

16. CANCELLATION POLICY
16.1 Europcar will not charge the renter any cancellation fees if the Renter cancels before 24 hours from the time of rental. In case the Renter cancels after 24 hours 14% cancellation fees applies which will be charged to the Renter.