

# Rental Conditions

## 1. General Terms and Conditions:

The supplier., as a rental company and the renter, duly identified in the Specific Conditions, enter into a rental contract under these general terms and conditions, specific conditions and tables mentioned in this document and, in every matter omitted, the applicable Portuguese law shall be applied.

## 2. Minimum age and driving permission:

- 2.1. The renter and each one of the drivers must have at least 21 years old and a driving license (category B), for more than 2 years.
- 2.2. If the driver is a non-resident in the EU he must be a holder of a document that enables him to drive internationally.
- 2.3. Not presenting a driving-enabling valid document, at the vehicle pick-up moment, according to the above-mentioned points, makes the reservation invalid and any amount already paid will not be refunded.
- 2.4. Only the renter and other drivers mentioned in the specific conditions are entitled to drive the vehicle.

## 3. Rental prices:

- 3.1. The rental prices per day are listed on the table of the rental company.
- 3.2. The rental price per day includes a daily limit of 400 kilometres.
- 3.3. The rental price per day includes VAT at the legal rate in force.
- 3.4. Prices and minimum rental days vary according to the season and are listed on the table mentioned in 3.1.
- 3.5. The total value of the rental contract is a result of the multiplication of the rental price per day of a specific season by the number of rental days.
- 3.6. The rental price of optional equipment is listed on the price list of the rental company.
- 3.7. The rental period starts on the delivery date of the vehicle to the renter until its return to the rental company.

## 4. Pre-booking and Booking:

- 4.1. Upon the choice of dates and number of people by the renter, the rental company will have 48 hours to confirm the availability of vehicles.
- 4.2. After confirmation of the vehicle availability, the renter will have 24h to book it, otherwise the pre-booking will expire.
- 4.3. The booking only becomes binding after the payment confirmation of 25% of the total amount of the rental contract.
- 4.4. After receiving the payment the booking becomes binding.
- 4.5. If the renter cancels the booking already in place, the following cancellation fees must be paid:
  - 4.5.1. Until 60 days before pick up – 20% of total amount
  - 4.5.2. Until 30 days before pick up – 30% of total amount
  - 4.5.3. Less than 15 days before pick up – 80% of total amount
  - 4.5.4. Less than 8 days before pick up – 95% of total amount

## 5. Payment and security deposit:

- 5.1. The renter will pay 25% of the contract total within 30 days before the pick up. The rest of the contract total (50% of the total amount) is paid within 8 days prior the pick up day.
- 5.2. The renter will also pay, as security deposit and as warranty to the faithful observance of the rental contract requirements, the amount of € 1.500.00, by credit card.
- 5.3. The above mentioned amount will be reimbursed within 30 working days after vehicle check-up to determine if it is under the same conditions in which it was delivered to the renter.
- 5.4. Whenever the vehicle is found to be defective by misuse, it will be determined the amount the renter will have to pay. Said amount will be deducted from the security deposit, in which connection the renter agrees to settle any differences if the defects exceed the amount of the security deposit made.
- 5.5. If an immediate assessment of the damage should not be possible, the rental company shall have a period of 30 days for making the final account and reimbursing the security deposit or asserting possible differences between the latter and the actual expenses for the rectification of the defects.
- 5.6. In case of an accident, it will also be deducted from the security deposit the amount of the franchise of the personal insurance.
- 5.7. The renter undertakes to pay to the rental company upon vehicle return:
  - 5.7.1. Additional kilometres charged in accordance with the table;
  - 5.7.2. The amounts charged for tolls, tolls in SCUTS and/or Via Verde parking as a result of vehicle usage during the rental period;
  - 5.7.3. Additional charges which result from the fact the vehicle has been returned to a different location from the delivery location previously stipulated.
  - 5.7.4. The amounts arising from all kinds of fines and penalties, judicial and extrajudicial costs resulting from traffic violation, aimed at the vehicle while the rental contract is in force, unless they have arisen from the rental company's liability.
  - 5.7.5. In the event that, owing to the renter's fault, the vehicle is retained or stopped, all costs are his responsibility, including the loss of earnings by the rental company, for the duration of the immobilisation of the vehicle.

## 6. Insurances:

- 6.1. The vehicle is covered by an insurance of proper damages, with a deductible of 2%, with the following coverage: liability, impact, collision and rollover; theft or robbery; fire, lightning and explosion; natural phenomena; social and political risks; isolated car window breaking and travel assistance.
- 6.2. The renter, in case of an accident, will bear the remaining amount between the security deposit and the deductible.
- 6.3. The renter shall be responsible for every damage caused by the vehicle, arising from its misuse.

## 7. Vehicle deliver(check-out):

- 7.1. The renter must follow the instructions provided by the rental company upon vehicle delivery.
- 7.2. Upon vehicle delivery, a delivery report will be prepared, in which the vehicle condition is included.
- 7.3. If, by any reason for which the rental company is not liable, namely for a late return by the previous renter, accident, robbery, breakdown or any other situation that might cause unavailability of the booked vehicle, and if it is not possible to deliver it on the scheduled date, the rental company commits itself to reimburse the total amount already paid for the vehicle booking. In situations like these, the renter will not be entitled to any compensation or refund.
- 7.4. The vehicle is delivered with a full tank.

## 8. Vehicle collect:

- 8.1. The vehicle must be returned with its keys, accessories and documents to the Rental Company at the return station mentioned in the Rental Contract, at the time and date of the rental expiry mentioned in the Rental Contract.
- 8.2. Upon vehicle return to the rental company a return report will be issued and signed by both parties.
- 8.3. The renter shall be held responsible for any damages caused to the vehicle that are not included in the document mentioned in point 6.2.
- 8.4. Vehicles shall be returned during the timetables provided by the rental company.

- 8.5. Upon a vehicle return delay, the renter is forced to pay to the rental company, for each full day or just a fraction of a day, an amount equivalent to twice the daily rate in effect at the date of return.
  - 8.6. If the renter wishes to extend the rental period he must inform the rental company no later than 3 days before the end of the initial contract.
  - 8.7. If the renter is not present at the vehicle inspection, by his own decision, he henceforth expressly declares that he accepts as good the evaluation conducted by the rental company.
  - 8.8. The vehicle shall be returned with a full tank. Otherwise a charge of € 120.00 will be charged.
  - 8.9. The return of the vehicle to a location that is different from the delivery location involves costs laid down on the table.
  - 8.10. The vehicle is to be returned with a clean interior and emptied service-water and WC containers. Otherwise an additional cost will be charged according to the tables.
  - 8.11. In case the drinking-water tank is filled with diesel or any other fuel or the diesel tank is filled with water or any other fuel, the renter shall pay a contractual penalty to an amount of € 750.00.
  - 8.12. In case of introduction of a different fuel than the one used by the vehicle, the renter is responsible for the costs related to the complete fuel-changeover, disassembling and washing of the tank, engine tuning and other damage caused to the vehicle, without objection of the amounts involved.
- ## 9. Maintenance and interdictions:
- 9.1. The renter confirms to have received the vehicle in a flawless technical condition and equipped with the required documentation, the appropriate tools, tyres, and accessories and obliges himself to keep it in a good condition.
  - 9.2. During the duration of the contract the renter is responsible for the vehicle, as well as for all damage sustained or caused by it, on people or property, whether on himself or third parties.
  - 9.3. The renter undertakes to use the vehicle with caution.
  - 9.4. The renter accepts that the vehicle cannot be used:
    - 9.4.1. to transport goods, therefore breaching customs regulations or any other unlawful practices;
    - 9.4.2. to transport passengers or goods in exchange for any kind of compensation or remuneration;
    - 9.4.3. to push-start or tow others vehicles or trailers;
    - 9.4.4. to participate in sports competitions;
    - 9.4.5. by any person under the influence of alcohol or drugs;
    - 9.4.6. to transport passengers or goods in contravention of the documentation of the vehicle and other applicable legal provisions;
  - 9.5. The renter undertakes not to drive the vehicle, without due consent from the rental company, in countries located outside the EU; not to smoke in any vehicle. Failure to comply with any of these instructions will give rise to penalty taxes included in the table.
- ## 10. The client discharges the rental company of any responsibility by the loss of any objects forgotten, stored or transported by himself or any other person, in or on the vehicle, during the rental period or following its return to the rental company.
- ## 11. What to do in case of accident:
- 11.1. The renter agrees to protect the best interest of the rental company, in case of accident, during the rental period, in the following way:
    - 11.1.1. let the rental company know, within no more than 24 hours, of any accident, theft, robbery or fire, even in case of small damage costs and provide the rental company with a detailed report, including sketches of the accident;
    - 11.1.2. immediately call the police whenever there is an intervention by third parties or if the vehicle is immobilized;
    - 11.1.3. mention in the accident report the circumstances in which the accident occurred, including date, hour, location, names and addresses of all the parties involved and witnesses, as well as registration number, brand, insurance company and number of the insurance policy of the third-party vehicle;
    - 11.1.4. do not accept, under any circumstance, blame or liability;
    - 11.1.5. do not leave the vehicle without having taken all proper measures of protection.
  - 11.2. In the case of omission of one of the obligations laid down on this contract, the client will be responsible for the payment of all damages and losses arising from accidents.
  - 11.3. In the case of theft or robbery, it is mandatory the submission of documentary proof of the complaint to the police, including the stamp of this entity.
- ## 12. Applicable law:
- 12.1. In the event of a dispute the applicable law is the Portuguese law.