

RENTAL TERMS AND CONDITIONS

GENERAL CAR RENTAL CONDITIONS

1 – OBJECT

RENT A CAR from now onwards designated as LESSOR, rents the vehicle identified in the specific conditions of the contract, to the CLIENT, identified in Clause One of the specific conditions (from now onwards designated as LESSEE), in the following terms and general conditions.

2 – VEHICLE DELIVERY AND RETURN

1 – The LESSEE expressly declares having received the vehicle under the conditions of use and cleanliness, with all accessories and documentation mentioned both in the contract, and compromises to return the vehicle in the same conditions the LESSEE has received it, at the agreed upon place, on the agreed upon date and time specified in the contract.

2 – If the vehicle appears to have been or is used in violation of the Contract, the LESSOR may terminate the contract, and the LESSEE is required to return the vehicle at the agreed upon place specified in the contract, otherwise – and according to the law – the LESSOR reserves the express right to retrieve the rented vehicle at LESSEE's expenses.

3 – If the LESSEE wishes to extend the rental period, the LESSEE must go to the LESSOR's premises to celebrate a new contract, subject to the LESSOR's approval.

4 – The LESSOR is not at all responsible before the LESSEE nor before any other passenger for neither the disappearance nor any damage in any objects that may have been left behind in the vehicle. This applies during the rental period and thereof.

3 – USE OF THE VEHICLE

1 – The LESSEE is expected to use the rental vehicle with due care, particularly by:

- a) keeping the vehicle closed, locked and parked in a secure place when the vehicle is not being used, and not use it for accommodation;
- b) to use only the correct type of fuel;
- c) if applicable, to turn on and to correctly use any security device.

2 – The LESSEE undertakes not to use or not to allow anyone to use the vehicle in any of the following situations:

- a) transporting passengers or goods in breach of the law;
- b) in sports competitions or sports trainings whether they are official events or not;
- c) by any person whilst under the influence of alcoholic drinks, drugs or any other substance which, directly or indirectly, reduces his or her perception and speed of reaction;
- d) by people whose driving license has been issued for less than one year and by non-authorized people i.e. people who have not been specifically identified either in the rental agreement or in the document annexed to the contract;
- e) outside of Madeira Island, unless it has been expressly authorized by the LESSOR (in the specific conditions of the contract).

4 – VEHICLE MAINTENANCE AND REPAIRS

In the event of any vehicle breakdown, repair can only be made after written or oral confirmation instructions given by the LESSOR as well as prior acceptance by the LESSOR of the estimation costs.

5 – SERVICES

The rental agreement includes the basic insurance, covers any damage caused to the vehicle and theft in which case the LESSEE is liable for the payment of a deductible (750€ until 1500€, depending of the car rented).

1 – The LESSEE can hire the following service:

a) FULL INSURANCE – In the event of an accident or/and theft, covers all damages caused to the vehicle, in which case the LESSEE is not liable for the payment of any deductible amount.

2 – In the event of an accident and/or any change in the vehicle condition, the LESSEE must proceed as follows:

a) Inform the LESSOR and the police authorities within no more than 24 hours of any accident, theft, robbery, fire, damages caused by animals, or any other event;

b) Obtain names and address of everyone involved including any witnesses;

c) Not abandoning the rented vehicle without taking all necessary measures to the safeguard and protect the vehicle;

d) In the event of an accident for each the LESSOR may be responsible the LESSEE must not assume any responsibility nor plead guilty;

e) Immediately contact the LESSOR and present a detailed report of the accident, including any police records that may have been established or any other witness statements;

f) Present all supporting documents at the return station. In the event of the non-compliance of the obligations imposed from a) to f), the LESSEE shall be held fully responsible for all the repair costs.

3 – Only the LESSEE and/or the approved driver(s) can benefit from the covers.

4 – Even when subscribing the FULL INSURANCE, the LESSEE is the sole responsible for all damages arising from the misuse of the rented vehicle.

5 – In the event of an accident due to over-speeding, negligence, driving whilst under the influence of alcoholic drinks, drugs or any other substance which, directly or indirectly, reduces his or her perception and speed of reaction, the LESSEE is responsible for the all costs associated with the repair as well as a for a compensation corresponding to the vehicle downtime, even if FULL INSURANCE has been subscribed.

6 – PAYMENTS

1 – The LESSEE expressly undertakes to immediately pay the LESSOR any outstanding amounts, namely:

a) Amounts due for the rental contract, for the period the rental contract is in force and for the km covered calculated based on the charges specified in the contract;

b) Any expenses regarding the deductible reduction, damage and collision and theft covers in addition to any general duties and taxes calculated according to the price list specified in the contract;

c) All legal rental taxes and fees or the amount fixed by the LESSOR to reimburse such legal taxes;

d) All other expenses hired by the LESSOR to obtain the payment of any amount due from the LESSEE in this rental agreement.

2 – Any non-payment invoice by the due date shall be increased by late payment interest at the maximum legal tax fixed by law.

3 – The LESSEE in order to guarantee the contract liability is obliged to present a bail in a credit card of the amount that has been set in the contract. The LESSEE expressly authorizes the LESSOR to debit in his credit card the amounts due.

7 – AGREED RESIDENCE

The parties agree the address mentioned in the rental contract for any contact, such as notifications and citations.

8 – INFORMATION AND CLARIFICATION

1 – Important documents

The renter and all approved drivers must be in possession of a full, valid driving licence for at least one year and present it together with an identity card or passport while receiving delivery of the vehicle. Furthermore, the following conditions apply depending on the issuing country of the driving licence.

EU Driving Licences

Valid driving licences of all EU countries are accepted

All Other Licences Driving Licences printed with non Roman Alphabet (Arabic, Japanese, Cyrillic etc) must be complemented by an International driving license.

For driving licenses from countries not part of the international driving license treaty, an official translation into Portuguese must be presented with the original license.

Driving licenses from non-EU countries (except Switzerland) are accepted if:

a) no visa has been entered in the passport.

b) the customer has a visa in his passport and at the time of hire has not been in Europe for longer than 6 months. If he has been in Europe for longer than 6 months, he must present a driving license from an EU country.

The payment method must have been issued in the name of the lessee. This must be presented at the time of vehicle pick-up and be valid at least one month at this time.

2 – Liability

If don't hire the FULL INSURANCE, the BASIC INSURANCE will be triggered (included on the price), removing the drivers responsibility to a part of the vehicle in case of damage or theft. In this situation the LESSEE will only be responsible for the amount from 750€ until 1500€ depending of the car rented. This amount will be blocked on the credit card at the moment of pick-up.

3 – Vehicle Cleaning

In case the car requires a special cleaning procedure (i.e. smell removal, animal pollution, spill of liquids etc.) after returning, a cleaning charge will apply.

4 – Administration Fee for Fine

The renter is liable for payment of all traffic/parking fines occurring during the rental. If the renter has a traffic/parking fine during the rental the renter will be charged an Administration Fee. Additionally, the renter will be contacted by the respective authority to pay the fine.

5 – Vehicle refueling

All vehicles are supplied with a full tank of fuel and should be refilled prior to return, otherwise the current prices per litre of petrol or diesel will be charged in addition to a refuelling fee. If desired, the vehicle will be refueled according to currently available conditions after returning it to the station.

Alternatively, you may purchase a tankful of fuel at the time of rental at a price that is competitive with local fuel stations and return the tank empty. No refunds will be given for unused fuel.

6 –The LESSEE fully recognizes that all terms of this rental contract have been timely and expressly communicated and explained, became aware of it by signing this contract. The LESSEE expressly authorizes that its signature can be stored in a durable medium producing the legal effects.

9 –PERSONAL DATA

1 – Issuing the contract the LESSEE shall inform his personal data as authorized driver's data too in order to identify, and expressly authorizes the LESSOR for data processing.

2 – The LESSOR is the responsible entity for personal data processing issued in the contract.

3 – According to law nº 67/98, from 28 October, "Lei de Protecção de Dados Pessoais" is guaranteed to issuing entities, its responsible and/or named users, free access to personal data for the propose of any changing, deletion, correction or update.

I declare having read and agree with GENERAL CAR RENTAL CONDITIONS.