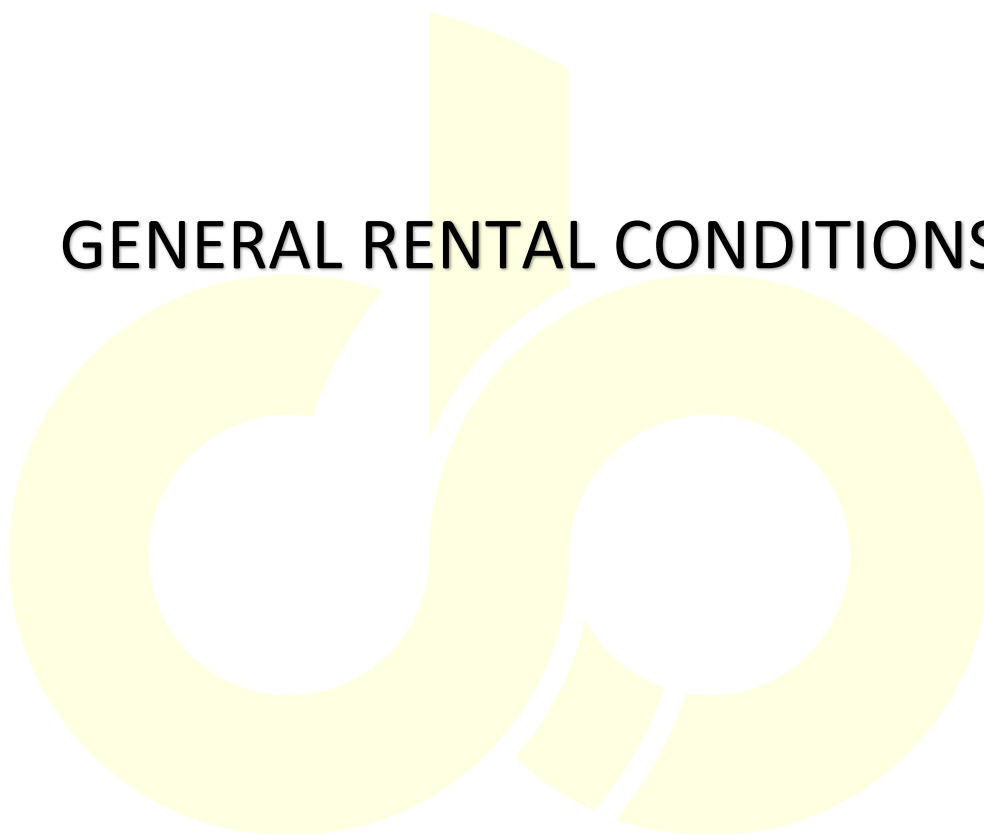


ENGLISH 



# GENERAL RENTAL CONDITIONS



**RENT A CAR COSTA BRAVA**

GRUP FAURIA SHS S.L

Av. Vidreres Lloret de Mar (Girona) 17310

## GENERAL CONDITIONS OF CONTRACTING THE RENTAL OF VEHICLES

These General Conditions regulate the contractual relationship between **Fauria Grup SHS S.L.** ("the lessor") and the client ("the lessee"), by virtue of which the former assigns to the latter the use of a vehicle for the term, price and other conditions established in the rental contract.

### A. APPLICABLE LEGAL REGULATION

1. These General Contracting Conditions are subject to the provisions of Royal Legislative Decree 1/2007, of November 16, which approves the Revised Text of the General Law for the defense of consumers and users and other complementary laws, modified by Law 3/2014, of March 27; to Law 44/2006, of 29 December, on improving the protection of consumers and users, to the regional regulations in force in the place of provision of the service, as well as to any other regulations that replace, complement or modify the above, in what may be applicable.

2. The lessee is obliged to comply with the General Rental Conditions of the country of provision of the service.

### B. USE OF THE VEHICLE

1. The lessee undertakes to use and drive the vehicle in compliance with the rules of the Highway Code in force at the place and at the time of provision of the service and in accordance with the specifications of use of the type of vehicle leased.

2. It is mandatory that the tenant always carries with him his copy of the rental contract in force during the duration of the same.

3.- In case of use of the vehicle for the transport of minors of height equal to or less than 135 centimeters, the **lessee** must provide child restraint systems adapted to each age group and place them in the vehicle in accordance with current traffic regulations. The lessee must also check the adequacy, use and placement in the vehicle of the child restraint systems. The lessor assumes no responsibility for the lack of use, installation, checking, incorrect use of the mandatory restraint device.

4. The vehicle may only be used on public roads.

It is expressly forbidden:

- a) Driving the vehicle on unauthorized or unpaved roads, or whose condition could pose a risk to the safety and integrity of the vehicle or a risk of damage to it;
- b) Participate with the vehicle in races, speed and / or endurance tests, contests or challenges of any nature;
- c) Use the vehicle for driving practices;
- (d) Use the vehicle for strength testing of automotive materials, accessories or products;
- (e) Use the vehicle in the event of a risk of damage to the vehicle, in particular use of the vehicle after the light indicators in the instrument cluster have been illuminated;
- (f) Transporting persons for consideration;
- (g) Committing criminal acts with the vehicle, even if such act is only considered criminal at the place of commission;
- h) Driving the vehicle with decreased physical conditions, motivated by alcohol, drugs, fatigue or illness;
- (i) Use the vehicle to push or tow other vehicles or any other object;
- j) Transport in the vehicle toxic, flammable and generally dangerous substances and / or that violate the legal provisions in force;

k) Transport the vehicle on board any type of ship, train, truck or aircraft, unless expressly authorized in writing by the lessor;

l) Circulate inside the enclosures of ports, airports, aerodromes and / or similar of a nature not accessible to public traffic, as well as in enclosures or facilities of refineries and oil companies, unless expressly authorized in writing by the lessor.

5. The lessee must take care that the load of the vehicle is correctly distributed and placed safely and always respecting the limits of weight, quantity and / or volume authorized and indicated in the Registration Certificate and / or the Technical Inspection Sheet of the Vehicle. Likewise, the lessee is responsible for ensuring that the number of occupants of the vehicle is not higher than that authorized and indicated in the Registration Certificate and / or the Technical Inspection Sheet of the Vehicle.

6. It is forbidden for the lessee to assign, sublease, rent, mortgage, pledge, sell, encumber or in any way give as a guarantee both the vehicle and the rental contract, the keys thereto, the documentation, equipment, tools and / or accessories thereof and / or any other part or piece thereof; or treat the foregoing in a manner that causes harm to the landlord.

7. Below you will find information regarding the countries to which the leased vehicle is not allowed to travel, as well as the countries for which certain vehicle models are not rented. The choice of a vehicle category or brand may restrict entry into certain countries. In order to describe these entry restrictions, the countries are divided into three zones.

Zone 1: Spain

Zone 2: Andorra, France

Zone 3: All countries not included in zone 1 or zone 2.

Vehicles considered Premium Cars may not leave Spain unless expressly authorized in writing by the lessor.

Vehicles of all other brands may enter zones 1 and 2 only.

**Entry is generally not allowed in zone 3 countries.**

The group to which a vehicle belongs can be consulted at any time online [www.rentacarcostabrava.com](http://www.rentacarcostabrava.com), as well as by phone or at any Rent a Car Costa Brava office.

In leases made in Spain, the movement of the vehicle from the peninsula to any island and vice versa and / or between islands, as well as to Ceuta and Melilla, is expressly prohibited, all unless expressly authorized in writing by the lessor.

The rental agreement also contains this information.

It is the obligation of the lessee to check the specific traffic regulations of the countries to which he plans to travel and assume the responsibilities derived from the non-compliance with them. The lessee must check whether in the countries to which he intends to travel it is mandatory to use certain tyres, or the payment of traffic fees or specific tolls for driving on certain special roads and satisfy these fees or tolls.

8. Cross-border travel: the Customer is authorized to drive the rented vehicle within Spain. Section B.7 of these general conditions establishes the countries to which it is not possible to move the vehicle. The displacement of the vehicle outside of Spain has the character of a cross-border trip and requires the payment of an additional fee. The amount of this fee can be consulted in the document annexed to these conditions called List of additional charges. Failure to comply with the prohibition of moving the vehicle to certain countries, due to fault or negligence, is subject to a penalty of € 150, which has the character of a contractual penalty. Fauria Grup SHS S.L could also claim compensation for damages higher than the previous amount by crediting greater damages. In such cases, the claim for the contractual penalty shall be offset by any claim for additional compensation for damages arising from that same breach of obligations.

9. At the time of formalization of the rental contract, the lessee and any other person designated in the lease as a driver must be present and present valid driving licenses valid and valid in the country of rental, as well as their corresponding

valid personal identification documents. The lessor reserves the express right to refuse the rental of the vehicle in the event that the lessee or any other person designated in the lease as a driver does not duly prove his identity or be the holder of a valid and valid driving license at the time of formalizing the rental contract. Driving licenses will not be accepted in digital or electronic format unless the applicable regulations expressly allow it.

The vehicle may only be driven by the lessee, as well as by those persons designated in the lease as driver, provided that they are over 21 and 25 years old respectively depending on the category of the vehicle to be leased and whose driving licenses have the required age depending on the group of vehicle to be leased as specified in the additional Charges relationship document. Regarding drivers under 23 years of age, specific charges will be applied, the amounts of which are available in the Additional Charges List document.

The following are considered valid driving licences in Spain:

- a) Those issued in accordance with the Spanish legislation in force;
- b) Those issued by the member states of the European Union in accordance with Community regulations;
- c) Those issued by other countries that were recognized as valid for the purpose of allowing driving in Spain according to the regulations of the General Directorate of Spanish Traffic.
- d) Valid international permit, which will be provided together with the valid national permit of the corresponding country for the purpose of allowing driving in Spain according to the regulations of the General Directorate of Spanish Traffic.

10. Without prejudice to the liability of the lessee towards third parties, if any of the obligations provided for in this stipulation B are breached or if any of the circumstances provided for in stipulations B.4, B.5, B.6, B.7, B.8 and B.9 are met, the lessor may terminate the contract with immediate effect, as well as claim compensation for damages, including loss of profits, which the breach in question has caused to him.

Similarly, in the event of breaches of essential obligations by the lessor, the lessee may terminate the rental contract in advance before the initially agreed period elapses, in accordance with the provisions of current legislation and these general conditions.

### **C. CONDITION OF THE VEHICLE**

1. The lessor will deliver and the lessee will receive the vehicle described in the contract in correct condition of operation, maintenance and sheet metal, without deficiencies, except for the observations that may be made when receiving the vehicle in the rental contract itself. In the event that any deficiency not included in the rental contract is found in the leased vehicle, it will be the lessee's obligation to notify the lessor's office in which the rental contract has been made and the vehicle is delivered, before moving the vehicle from the parking space in which the vehicle specified in the contract is parked, in order to incorporate these data into the rental contract that will be delivered back to the lessee.

2. The lessee will receive the vehicle described in the contract with the complete documentation, as well as with the vehicle key, tools and accessories, especially reflective vests and signaling triangles, which must be checked by the lessee at the time of delivery of the vehicle at the beginning of the lease, notifying any deficiency in the office where he rented the vehicle. The lessee undertakes to use the accessories diligently and to return them in the same condition in which they were delivered. In the case of non-return of the accessories at the end of the rental contract, the lessee must pay the lessor the value of the accessories not delivered, based on the charge for compensation of the same reflected in the document of Relationship of Additional Charges. It is the responsibility of the lessee at all times to close the vehicle correctly when leaving it.

3. In the event that during the rental of the vehicle any of the luminous indicators that detect an anomaly of operation of the vehicle that affects the safety and integrity of the vehicle is illuminated in the instrument panel or when it perceives external signs indicating breakdown or malfunction of the same, the lessee must stop the vehicle as soon as possible and contact the lessor or the roadside assistance company arranged by the landlord. Using the vehicle in case of risk is

prohibited. Charges will only be accepted from roadside assistance companies not arranged by the lessor in cases of urgency, and must come from official workshops of the vehicle brand and prior express written authorization from the lessor. Likewise, manipulating the kilometer count of the vehicle is totally prohibited, and the lessee must immediately notify the lessor of any breakdown in it.

Depending on the coverage contracted by the lessee in stipulation G of these General Conditions, a charge for roadside assistance may be applied, as specified in the Additional Charges List document. Only in cases of mechanical failure not attributable to negligent action on the part of the lessee, regardless of the contracting or not of coverage according to stipulation G of these General Conditions, the lessee will not assume any charge for the roadside assistance service.

Always and in any case, the lessee must respond if he has made a prohibited use of the vehicle, as stated in stipulation B.4 of these General Conditions, as well as in case of negligence.

4. The lessee must comply with the warnings of liquid and oil levels, as well as regularly review them and, in general, allow the performance of safety inspections or revisions that are appropriate and in accordance with the specifications of use of the type of vehicle. These revisions must be carried out by the workshops authorized by the lessor, otherwise the lessee will be liable for any damage arising from the incorrect replacement of the fluid levels of the engine of the leased vehicle.

The lessee undertakes to treat and keep the vehicle with care and diligence, to respect all applicable standards and technical rules and to periodically check if the vehicle is in good working order, as well as to close it correctly. Smoking is prohibited in the rental vehicle.

5. In the case of leases of vehicles equipped with an AdBlue<sup>®</sup> tank, the lessee must verify that the tank is always sufficiently full, responding to the damages caused by the breach of this obligation. The lessee must immediately notify the lessor in case of turning on the luminous pilot of the instrument panel that indicates the need to fill the AdBlue tank, and must follow the instructions that are given at that time by the lessor. In the event that the lessee does not follow the instructions given by the lessor and as a result damage to the vehicle originates, the lessee will be responsible for them.

6. Vehicles with combustion engines (including hybrid vehicles) shall be delivered to the lessee with the fuel tank at the level indicated in the contract on the same day that he collects the vehicle, the latter being obliged to return it in the same condition in which he received it. In the event that the lessee does not return the vehicle with the fuel tank agreed in the initial contract, an additional charge will be applied that includes both the cost of fuel and the charge for refueling management, reflected in the *Additional Charges List* document. This charge may be made by charging the Security Depository or the valid payment method with which the payment of the lease has been guaranteed. No amount will be refunded for the possible fuel that may remain in the tank.

The lessee must refuel the vehicle with the type of fuel suitable for it, otherwise the lessee will be responsible for the expenses incurred by the transfer and / or repair of the damage caused to the vehicle as a result. Likewise, in this case, the lessee must pay the lessor a charge for loss of profits for the days of immobilization of the vehicle, which will be established taking as a reference the certificate on the loss of profit due to vehicle stoppage issued by the National Business Federation of Rental Vehicles with and without Driver (FENEVAL) that determines the daily amount of the stoppage.

8. The lessee receives the vehicle with all its tires in good condition and without punctures, together with a spare tire (or failing that a repair kit) In vehicles equipped with the run flat tire system (type of tires that allows them to roll without air for a certain number of kilometers) the vehicle can be received without a spare tire or repair kit. In case of deterioration and / or loss of any of the tires (for reasons other than normal wear, poor assembly or manufacturing defect) the lessee undertakes to inform the lessor. The repairs and / or replacements of tires must be carried out by the workshops authorized by the lessor, otherwise the lessee will be responsible for any damage arising from the incorrect replacement of the same.

9. It is forbidden for the lessee to vary any technical characteristic of the vehicle, as well as to make any modification of its exterior and / or interior appearance (unless express written authorization by the lessor). In case of violation of this stipulation, the lessee must pay the lessor the costs, duly justified, of reconditioning the vehicle to its original state and pay the lessor a charge as compensation for loss of profits for the days of immobilization of the vehicle, which will be

established taking as a reference the certificate on the loss of profit due to vehicle stoppage issued by FENEVAL (National Business Federation of Rental Vehicles with and without Driver) that determines the daily amount of the stoppage. It is forbidden for the lessee to repair the vehicle by himself or by third parties, unless expressly authorized by the lessor.

10. With the prior written authorization of the lessor, in cases where, due to the net weight of the vehicle and the possibility of attaching a trailer to it, a supplement to the road tax should be paid, the lessee must carry out the corresponding procedures and satisfy it, with complete indemnity of the lessor for any fee, tax, surcharge, penalty or cost that will be imposed for breaching the applicable regulations. The leased vehicle must be returned to the lessor in the same condition in which it was received.

#### **D. RESERVATIONS**

1. Vehicle reservations refer to categories of vehicles. The reservation in a category does not confer the right to the lessee to the assignment of a specific model within it.

2. The lessor will keep the reservation of the vehicle until sixty minutes after the agreed time, not being obliged to provide the service under the agreed conditions after that period.

Cancellations must be made at least 24 hours before the start of the rental.

3. In relation to reservations with prepaid rate, the following will apply

- a) Up to one hour before the start of the rental, modifications may be made, in which case a modification charge will be applied to the lessee as specified in the *Additional Charges Relationship* document, in addition to the difference between the rate initially selected and the rate to which it has been changed.
- b) The price to be applied after the modification of the reservation will be that of the rate in force at the time of the change. The lessor will not make any refund of the advance of the rental price already paid / paid in advance, nor of the possible difference in rate in the event of a price difference arising after the modification made.
- c) You can cancel the prepaid reservation prior to the start of the rental at least 24 hours in advance. In case of cancellation, the lessor will reimburse the lessee the advance of the rental price already paid or paid in advance, retaining the cancellation fee that amounts to the price of the first three days of rental (price calculated in accordance with the provisions of stipulation E of these General Conditions, including additional equipment and complementary services). In the event that the duration of the reservation is less than three days, no amount will be refunded as there is no right of withdrawal with respect to the vehicle rental activity.
- d) Cancellations can be made online ([www.rentacarcostabrava.com/](http://www.rentacarcostabrava.com/)) or in writing by postal mail (by letter to Fauria Grup SHS S.L. Avinguda Vidreres nº 3. Lloret de Mar (17310) Girona).

#### **E. RENTAL CHARGES / MATURITIES / SECURITY DEPOSIT / PAYMENT METHOD**

1. The lessee undertakes to pay the lessor:

1.1 The rental charges outlined in the rental agreement corresponding to duration (minimum rental charge of 24 hours), coverages, limitations of liability, additional equipment and complementary services, according to the stipulated conditions, as well as the applicable taxes and fees.

These will be billed based on the rates in force at the time of booking. In case of not having booked previously and / or unless a bonus or special price has been agreed, the rental charges related to the rates in force at the time of making the rental contract will apply.

1.2. The charges derived from the non-return of the rented vehicle in the same correct state of operation, maintenance and sheet metal as you received it at the time of rental. The lessee is liable to the lessor for any damage that occurred to the vehicle during the rental period, for the partial or total theft of the same and for the damages derived from contractual breaches, except for the limitations of responsibilities and optional coverages that he has contracted (see stipulation G.2.1 of these General Conditions), in addition to what results from applying the legal provisions in force in what is not regulated in these General Conditions.



If the limitations of liability contained in stipulation G.2.1 of these General Conditions are contracted and a claim occurs, these limitations will not apply in the cases listed below, responding in these cases the lessee in full for the damages caused:

- a) Damages caused by himself or by those persons for whom he must respond, when there is intent or gross negligence;
- b) In cases where the lessee does not deliver the descriptive part of the accident and / or part of the friendly declaration or does so late or incompletely, or records false facts and data in them;
- c) In case of omission of the duty of help or by the omission of the obligation to obtain the police presence provided for in clause H, unless such damages had been caused without intent or gross negligence of the lessee;
- d) In the event that the cause of the damage is an unauthorized driver;
- e) In the event of contravening the prohibitions of stipulations B.4, B.5, B.6, B.7 and B.8 of these General Conditions.

The repair charges for which the lessee must respond shall be calculated by the independent and official expert for this purpose selected by the lessor or by another expert chosen by common agreement of the parties. The amount thus determined – where appropriate, the amount of the franchise – will be claimed from the lessee together with the administrative charge for the management of damage files and the amount of the photo-appraisal, the amounts of which are reflected in the *Additional Charges List* document. The tenant has the right to receive a copy of the appraisal. In the event that the cost cannot be determined in this way, it will be fixed by the budget of the repair shop. The amount of compensation paid by the lessee for total loss will be the market value prior to the expert examination of the vehicle at the event. The lessor is entitled to claim the consequential damage (including cranes, expert reports, legal costs, etc.) and the loss of profits due to the unavailability of the vehicle.

1.3. Charges for contracting additional equipment after the rental contract has been formalized and requested during the duration of the same. These will be invoiced based on the *Additional Charges List* document at the time of contracting them and must appear in the new rental contract signed by the lessee.

Charges for contracting services or complementary optional coverages after the rental contract has been formalized and requested during the duration of it. These will be invoiced based on the price in force at the time of contracting and must appear in the new rental contract signed by the lessee. Once the vehicle keys have been handed over, additional optional coverages can only be added within 15 minutes of the signature of the initial lease agreement.

1.4. The fuel not refueled in the rented vehicle at the time of return of the same, as well as the costs of refueling service of said fuel, as stipulated in stipulation C.6 of these General Conditions. The fuel charge will be billed based on the current market price and the refueling service charge based on the amount reflected in the *Additional Charges List* document.

1.5. Charges for transfer and / or repair of damage to the vehicle caused by improper use of fuel in an incorrect refueling, as stipulated in stipulation C.6 of these General Conditions.

1.6. The excess mileage indicated in the rental contract made with the leased vehicle. The charge of the same will be applied based on the amount of the same reflected in the reserved rate. 0.15€ will be charged per extra kilometer not contracted.

1.7. The charges for obtaining a duplicate and / or sending the key of the leased vehicle, in cases of loss and / or damage to it, as well as the transfer of the immobilized vehicle as a result of the above to the nearest rental office of the lessor. These charges will be applied based on the amount of the same reflected in the *Additional Charges List document*.

Likewise, a charge will be applied to the lessee as compensation for immobilization of the vehicle. that will be established taking as a reference the certificate on the loss of profits due to vehicle stoppage issued by the National Business Federation of Rental Vehicles with and without Driver (FENEVAL) that determines the daily amount of the stoppage.

1.8. Charges for replacement in case of disappearance or loss of vehicle accessories such as, e.g., the pair of emergency triangles, the reflective safety vest and the first aid kit. These charges will be applied based on the amount of the same reflected in the *Additional Charges List document*.

1.9. Charges for the replacement of the vehicle documentation in the event of its disappearance. These expenses will be invoiced based on the price reflected in the *Additional Charges List* document.

1.10. Charges for the special cleaning of the vehicle after the return of the same in the event that it is delivered in a state of dirt such that it requires the intervention of a specialized company. By way of example, but not limited to, states of dirt that require the intervention of a specialized company are considered: vomiting, ink stains, cigarette burns, mud, dirt caused by animals, etc. This charge will be applied based on the price invoiced to the lessor by the selected company of special cleaning of vehicles.

1.11. The administrative charge for managing fines. This charge will accrue for each bulletin or sanctioning file instructed by the competent authority in relation to the rented vehicle and for events that occurred during the term of the lease. This charge will be applied based on the amount of the same reflected in the *Additional Charges List* document. This charge may be made effective by means of the means of payment provided by the lessee. The lessor may, however, claim a higher cost for such management if it fully proves said higher cost and its attribubility.

1.12. The administrative charge for the management of damage files. This charge will accrue in the event that the vehicle presents material damages that have occurred during the rental period, whatever its degree, for which the lessee is legally and contractually responsible. In the event that the lessee has contracted any limitation of liability defined in stipulation G.2.1 of these General Conditions, he will be liable for the damages caused if they were outside the scope of said additional coverage or for the amount of the possible franchise contracted. This charge will accrue for each independent Damage Record. This charge will be applied based on the amount of the same reflected in the *Additional Charges List* document.

The amount of the photo-appraisal. This charge will accrue in the event that an appraisal of the vehicle is necessary through photo-expertise in relation to a damage file. In the event that the lessee has contracted any limitation of liability defined in stipulation G.2.1 of these General Conditions, this charge will be claimed if the damages caused by said photo-expertise are outside the scope of said additional coverage.

1.13. In rentals for periods exceeding 28 days of rental, the amount as a penalty for not returning the vehicle on the date indicated in the rental contract or for exceeding by more than 100 kilometers the maximum mileage indicated in the rental contract. This penalty will be applied based on the amount of the same reflected in the *Additional Charges List* document.

1.14. The charge for the replacement and placement of the labeling of the advertising of the lessor in the cargo vehicles in which it has been deteriorated or eliminated during the rental period. This charge will be applied based on the amount of the same reflected in the *Additional Charges List* document.

1.15. Unless otherwise agreed in writing, the charge for the costs of returning to origin the vehicles that are returned to a branch other than the one of withdrawal, in accordance with the prices set out in the *Additional Charges List* document. This charge will be invoiced based on the amount reflected in the *Additional Charges List* document, unless the lessee proves that the lessor has incurred expenses and / or damages of lesser value. The amount of the charge will be made effective in the means of payment provided by the lessee. The lessor may claim additional concepts or a higher cost for such management provided that it fully proves that this higher cost is met.

1.16 With respect to electric and hybrid vehicles, in case of loss or deterioration of the charging cable and/or the fast charging cable, the lessee must pay the lessor the compensation charge reflected in the *Additional Charges Statement* document. The payment of this amount by the lessee will not prevent the lessor from claiming any other additional damage that the loss or deterioration of the charging cable could have caused.

1.17. The amount for the administrative charge in cases of non-compliance with the agreed rental period. This charge will accrue when the lessee returns the vehicle or the keys to the vehicle later than the time agreed in the lease without having agreed a new return period with the lessor. Its purpose is to compensate the administrative procedures that the lessor has to carry out derived

of not having the vehicle at the agreed time and also those aimed at achieving the return of the keys and the vehicle. This charge will be invoiced based on the amount reflected in the *Additional Charges List* document, unless the lessee proves that the lessor has incurred expenses and / or damages of lesser value. The amount of the charge will be made effective in the means of payment provided by the lessee. The lessor may claim additional concepts or a higher cost for such management if it fully proves said higher cost and its.

1.19. With respect to the USB cable/adapter that will be provided with the vehicle, in case of loss or deterioration of the cable of said USB cable/adapter, the lessee must pay the lessor the charge for compensation reflected in the *Additional Charges Statement* document. The payment of this amount by the lessee will not prevent the lessor from claiming any other additional damage that the loss or deterioration of the USB cable / adapter could have caused.

## 2. Payment due dates

2.1. The rental price outlined in the rental agreement, as well as any coverage, limitation of liability, additional equipment, complementary services, applicable taxes and fees are due and payable at the beginning of the rental.

2.2. In leases for periods longer than 28 days, maturities will occur in periods of 28 days, always at the beginning of each period.



2.3. In relation to reservations with a prepaid rate, the rental price, as well as the other amounts agreed upon will be payable when making the reservation and will be charged to the valid payment method that the lessee communicates in the reservation, the lessee will make this amount effective the day after the reservation is made.

2.4. The lessee will be in arrears on the day following the expiration of the corresponding payment obligation, without any requirement being necessary. In case of default, the lessor may demand in addition to the amount owed increased by three points on the basis of the legal interest of the money, the expenses incurred by the same in the claim of the amount owed and derived from the contract made.

2.5. The lessee irrevocably authorises the lessor and his authorised collection agent to deduct from the means of payment presented at the time of the conclusion of the rental agreement or subsequently provided by the lessee in accordance with the legislation in force, all amounts and charges arising from the rental of the vehicle and all other rights related to the rental agreement, both those included in the rental agreement and those that are calculable in accordance with the provisions of this condition and in the List of Additional Charges. The lessee must inform the lessor of the corresponding authorization using a bank card issued in his name.

3. Deposit at the beginning of the rental

3.1 In order to guarantee the fulfillment of his obligations or responsibility, the lessee must deliver at the beginning of the rental an amount as a security deposit. The amount of the security deposit is calculated by adding to the rental price a fixed amount that depends on the group of vehicles to which the leased vehicle belongs. As an example, the rental of an Economy category vehicle will be charged a deposit equivalent to the amount of the rental plus € 200.

Tourism		
Vehicle category	Security deposit	Coin
Economic	200	EUR
Small	200	EUR
Medium	300	EUR
Suv	500	EUR
Premium	1.500	EUR

Cargo van		
Vehicle category	Security deposit	Coin
Industrial	200	EUR

The group of vehicles to which a particular vehicle belongs can be determined at any time online in <https://www.rentacarcostabrava.com> or consult by calling or at any Rent a Car Costa Brava branch.

The obligation of the security deposit also applies to rentals made with prepaid rates and the lessee undertakes to present to the lessor the payment card with which he made the reservation in order to formalize the deposit.

3.2 The lessor is not obliged to invest/use the security deposit independently of the rest of its assets. This security deposit does not generate interest. The lessor may be entitled to request that the security deposit be extended for a longer period, after the start of the lease in cases of extension of the duration of the rental or if the lessee has not satisfied the price and possible charges derived from the rental.

3.3. The deposit will be lent by the lessee through the valid payment method that is accepted by the lessor. The expiration of the valid payment method used for the deposit must be at least 30 days after the end date of the lease.

3.4. The lessor will request before the start of the rental from the issuing entity of the payment card an authorization for the corresponding amount as a deposit as a guarantee of obligations or payment responsibilities to be assumed by the lessee during the rental period. This amount will be available, at the request of the lessor, at the time of formalization of the rental contract. If it is not possible to make such a deposit, the lessor may deny the rent to the lessee.

3.5. After the return of the vehicle and having carried out the necessary vehicle checks, the amount invoiced to the lessee for the rental of the vehicle and other concepts as indicated in stipulation E.1 of these General Conditions, will be charged

to the valid payment method provided by the lessee. From that moment on, the authorization requested at the beginning of the rental to the card issuer as a deposit will be null and void.

#### **4. Payment method**

4.1 Unless another form of payment predetermined by the lessor is agreed, the rental price, the deposit and all other agreed amounts indicated in stipulation E.1.1 of these General Conditions will be charged to the valid payment method that the lessee communicates at the time of making the prepaid reservation or at the time of the formalization of the rental contract if the reservation was not prepaid.

The landlord accepts Visa i MasterCard credit and debit cards. Prepaid cards are not accepted as a means of payment. The lessor does not accept Maestro/VPAY cards, except for car rentals up to the Medium Group (except Suv & Premium Cars). The card must be in the name of one of the tenants, and the card must be physically presented in order to formalize the lease. This valid payment method communicated to the lessor may not be changed by the lessee at any time during the duration of the contract or after its termination. Additionally, the expiration of the payment card used for payment must be at least 30 days after the end date of the lease.

4.2. Charges for additional equipment or lost or broken accessories and/or additional complementary services that become apparent at the end of the rental contract will be charged to the same payment card. The lessee may demand the breakdown of the invoiced items, being able to challenge them within the legally established period.

4.3 By contracting with the lessor and communicating the data of his payment card at the time of contracting or at a later time, the lessee authorizes the lessor to impute to it the credits that for the rental price, deposit and any other costs and responsibilities mentioned in these General Conditions, accrue in connection with the rental agreement.

#### **5. Invoicing**

5.1 The Lessee gives his consent for the Lessor to send the invoices to the previously specified recipient, in electronic format in accordance with current legislation, to the registered email address.

5.2 The Lessee is responsible for ensuring that electronic invoices can reach him correctly or, if so agreed, for collecting them in electronic format.

5.3 The lessee has the right to oppose the sending of invoices in electronic format at any time, by express notification of such opposition. In this case, the landlord will send the tenant the paper invoices.

5.4 The Lessor is not responsible for possible interference with the reception systems or other circumstances that prevent the correct receipt of invoices by the Lessee. An invoice is considered received by the lessee as soon as he enters the area of ownership of the same. When the lessor merely sends a notice and the lessee can download the invoice autonomously, or when the invoice is enabled for download by the lessor, it is considered as received at the time the invoice has been downloaded by the lessee. The lessee undertakes to carry out punctual downloads of the enabled invoices in reasonable intervals of time.

5.5 If an invoice does not reach its destination or cannot be received, the lessee will immediately notify the lessor of what happened. In this case, the landlord will again send a copy of the invoice to the lessee, identifying it as a copy. As long as the breakdown that hinders the sending of invoices persists, the lessor may send the invoices on paper until such interference is remedied.

5.6 In the event that the lessor provides access data, such as username or password to the lessee, the latter will have to protect them from unauthorized third parties and manage such data in a strictly confidential manner.

5.7 If the Renter becomes aware that unauthorized persons have had access to the confidential information, he/she must immediately notify the Lessor.

#### **F. RETURN OF THE VEHICLE**

1. The duration of the rental will be the one initially agreed in the rental contract and will be invoiced based on periods of 24 hours, counted from the time it was formalized. The lessee undertakes to return the vehicle to the lessor together with the keys, documentation, accessories and additional equipment, no later than the 30 minutes agreed in the lease, as well as in the place agreed in the rental contract. In case of not returning it like this, the lessee undertakes to pay the lessor the additional charges as set out in condition E.1.

The service will be considered terminated when the vehicle and the keys to it have been received by the lessor's staff or the keys deposited in the electronic return mailboxes of the lessor installed for this purpose.

Unless otherwise agreed in writing, the lessee must return the vehicle within the office hours set forth in each of the lessor's branches. If the return of the vehicle has been agreed outside office hours, the lessee must park the vehicle in the agreed space. You must leave the extras in the trunk of the vehicle, the brakes activated or the vehicle in a "parking" position and the vehicle closed. The vehicle keys must be left in the return mailbox, together with the indication of the place where the vehicle was parked. The tenant must never hand over the keys to an unauthorized person even if he or she appears to be an employee. The renter remains responsible for the vehicle until the lessor effectively locates the vehicle. If the lessee agrees with the lessor to return the vehicle "outside the opening hours of the office" he accepts that the Vehicle Return Protocol will be prepared by the lessor's staff without his presence and after the return of the keys.

2. Rental prices are calculated according to the pick-up and drop-off times specified in the contract. The landlord always offers a courtesy period of 30 minutes. In case of a late return of the vehicle, the period not agreed in the rental contract will be invoiced according to the current rates. Special rates will only apply for the periods specified in the offer. In the event that the courtesy period is exceeded, the rates in force will apply to the entire duration of the rental contract.

3. If the lessee returns the vehicle in advance of the scheduled date without notifying the lessor, the lessor shall not be obliged to apply any reduction on the rental price. In this case, the lessor will charge an administrative fee of 13.00 EUR (VAT / incl.) for the expenses incurred. It will be understood that there is an early return of the vehicle when the lessee returns the vehicle before the day and time indicated in the contract. A higher standard price may also apply if, for example, the conditions for a special rate are no longer met. In this case, however, it will not exceed the originally agreed rental price. In any case, the lessor may decide to apply a 50% discount on the amount corresponding to the unused rental days (24-hour periods). The maximum amount to be assumed by the customer for unused rental days will amount to a maximum of 181.50 Euros (VAT incl.)

If the Lessee has already paid the Rental costs to benefit from the "prepaid -prepayment" rate, he will not be entitled to any refund. This return fee does not apply to prepaid fees, in accordance with section D.3 of these general terms and conditions. The administrative charge for early return does not apply to reservations with prepaid rate.

4. It is the responsibility of the lessee to guarantee the effective delivery of the vehicle in the place agreed in the rental contract. The return in a place other than the one agreed for reasons not attributable to the lessor will result in the application of the administrative charge called *In another office*-, as described in section E.1. and for the amount indicated in the document of Relationship of Additional Charges.

In the rental contract, a certain branch is agreed as the place of return of the vehicle at the end of the rental.

If the vehicle is returned to an office other than the one designated in the rental contract as the place of return (either because it was agreed to return at the same office of collection of the vehicle or because, although the return was agreed in another office, finally the lessee returns the vehicle in an office different from the one agreed in the contract) in addition to the charge for *In another office* the lessee must pay the charge of € 59 by fleet management.

The return of the vehicle in places not allowed will result in the application of the charge "Return in places not allowed" whose amounts according to the place of return not allowed are reflected in the document of Relationship of Additional Charges. It is not allowed to return the vehicle outside our offices. At the international level, the return in a different country is not allowed.

5. The use of an in-vehicle navigation system during the rental period may result in navigation data being stored in the vehicle. When mobile phones or other devices are linked to a vehicle, data from those devices may also be stored in the vehicle. Rent a Car Costa Brava does not collect or process this data. If the lessee and/or driver wishes that such data does not remain in the vehicle after its return, he must ensure for himself the erasure of said data before returning the vehicle. The deletion/deletion of the data can be done by resetting the navigator and communication systems of the vehicle, which will be done indicating "factory settings". It is not the responsibility of the landlord to delete the aforementioned data.

6. The amount paid as a security deposit at the beginning of the rental agreement by the lessee to the lessor may not be used for an extension of the duration of the contract. The rental contract could be extended for a longer time than agreed, with prior written authorization from the lessor, as long as the tenant requests it three days before the end date of the rental contract. The extension may be made by telephone for a period of up to five additional days once per rental contract. The lessee undertakes to immediately authorize on the means of payment already provided an additional guarantee to the one initially provided that covers the extended period, being the price applicable to the extended period of the rental the one corresponding to the rate in force at that time. It is the responsibility of the tenant to appear at the landlord's offices to obtain the new rental contract with the corresponding extension. The landlord may refuse to extend the rental agreement.

7. In rentals for periods longer than 28 days, the lessee must appear at the lessor's offices on the date reflected in his rental contract to carry out the review of the vehicle and respect the maximum mileage limitation indicated in the rental contract. If you do not comply with this obligation, the lessor may charge you the corresponding charge reflected in stipulation E.1.13 of these General Conditions.

8. In the event of non-return of the vehicle by the lessee on the scheduled date and after two days of delay in the return without the contract having been extended, the lessor will understand that there is a misappropriation of the vehicle proceeding to report these facts to the competent authorities.

## **G. MANDATORY LIABILITY INSURANCE / OPTIONAL COVERAGES AND LIMITATIONS OF LIABILITY / ADDITIONAL SERVICES**

### **G.1.- Compulsory Civil Liability Insurance.**

1. The rented vehicle includes the compulsory Civil Liability insurance with a coverage for personal injuries and one for material damage derived from the use and circulation of the vehicle with the guarantees and amounts provided for in current legislation, according to European Union regulations.

2. This coverage is guaranteed and is assumed by the insurer with which the lessor has agreed the corresponding insurance policy. By signing the rental contract, the lessee adheres as an insured to the aforementioned policy.

3. The insurance is valid in the countries reflected in the rental agreement.

### **G.2.- Optional Coverages and Limitations of Liability.**

#### **G.2.1. Limitations of Liability.**

##### **a) THIRD PARTY INSURANCE**

In the event that the lessee opts for its contracting, the liability coverage THIRD PARTY INSURANCE the lessee assumes full responsibility for the damages suffered or damage caused to the vehicle, its parts or accessories (including damage to wheels, glass, engine, underbody and roof of the vehicle) due to a traffic accident, as well as for the damages or damages suffered by theft, attempted theft or vandalism.

As for the limitation of liability, for non-fault, for damages suffered or damage caused to the vehicle, its parts or accessories due to a traffic accident, it is only applicable if the lessee duly completes the Friendly Accident Declaration, which must clearly include the data of the vehicles and drivers involved in the accident and the conditions and circumstances in which it occurred (in particular the place, time and description of the accident; name, surname and address of the driver during the accident).

The lessee assumes full responsibility for damages or damages caused to the vehicle, its parts or accessories, suffered by theft, attempted theft, or vandalism.

##### **B) FULL INSURANCE**

In the event that the lessee opts for his contract, the FULL INSURANCE coverage exempts the lessee from liability (except for the amount of the excess for loss agreed in the rental contract) for the damages suffered or the damages caused to the vehicle, its parts or accessories (excluding engine, underbody and roof of the vehicle) due to a traffic accident, as well as for damages or damages suffered by theft, attempted theft or vandalism.

As for the limitation of liability for damages suffered or damage caused to the vehicle, its parts or accessories due to a traffic accident, it is only applicable if the lessee duly completes the Friendly Declaration of Accident, which must clearly include the data of the vehicles and drivers involved in the accident and the conditions and circumstances in which it occurred (in particular the place, time and description of the accident; name, surname and address of the driver during the accident). As for the limitation of liability for damages or damages caused to the vehicle, its parts or accessories, suffered by theft, attempted theft, or vandalism, it is only applicable if the lessee delivers to the lessor the original set of keys of the leased vehicle of which it was delivered at the time of formalization of the rental contract, without any manipulation, as well as the original of the incident report filed with the corresponding authorities.

### **G.3.- Conditions of application of the Compulsory Civil Liability Insurance Coverages, Optional Coverages and / or Optional Limitations of Liability. Exclusions.**

Without prejudice to what is indicated in the previous paragraphs and in these General Conditions, the application of the coverages offered both by the compulsory Civil Liability Insurance, as well as by the Optional Coverages and / or by the Limitations of Liability will be subject to the following conditions:

1. They are excluded from the insurance coverage, as well as from any optional and / or limiting protection of contracted liability, being therefore full responsibility of the lessee, the damages to people and things, and to the vehicle that it causes through intent or serious fault.
2. In the same way, insurance coverage, as well as that which could provide any optional and/or limiting protection of contracted liability, in claims in which the driver of the vehicle was not an authorized driver, or was not in possession of a valid driving license, or to use the vehicle in contravention of the provisions of stipulations B.4, shall be excluded, B.5, B.6, B.7 and B.8, as well as in the cases of stipulation G.2.1. of these General Conditions.

In general, they will not be covered by the contracted coverages cases of damages caused by a negligent or intentional act on the part of the lessee, such as the deficient care of the vehicle, its improper or illicit use, distraction or drowsiness while driving, causing damage to the vehicle intentionally, concealing damage caused to the vehicle in a culpable manner or making a negligent use of the clutch; this being a descriptive enumeration that does not constitute a closed list or *numerus clausus* of assumptions.

3. The excesses for claims applicable based on the additional protection limiting liability contracted are those in force at the time of rental, which are detailed in the specific lease agreement and are related in the current rates.
4. The loss of the vehicle does not automatically imply an obligation on the lessor to make a replacement vehicle available to the lessee.
4. The loss of the vehicle does not automatically imply an obligation on the lessor to make a replacement vehicle available to the lessee.
5. Excluded from the limitation of liability are damages that do not respond to an accident but to negligence, fault or carelessness caused inside the vehicle (including the electric charging cable and the electric cable for fast charging of electric and / or hybrid vehicles), in the engine and / or in the underside or roof of the vehicle.
6. All optional coverages and limitations of liability are applicable after contracting them by the lessee, and are applicable exclusively to the lessee and the drivers authorized by the same and upon payment of the amount agreed at the time of formalizing the rental contract of the vehicle. Your hiring will be reflected in the rental agreement. The cost of these limitations of liability, which are optional, as well as the amount of the excesses, can be consulted in the current rates . The limitation of contractual liability will only be effective as long as the lease is in force.
7. The lessor is not responsible for the objects owned by the lessee deposited inside the vehicle during the rental period of the same. Any damage or theft of such objects will be the full responsibility of the lessee.

#### **H. ACCIDENTS / THEFT / REPORTING OBLIGATION**

1. In case of accident, theft, fire, damage caused by animals or by effects of nature, and in general in any case of damage, the lessee or the driver must notify the corresponding police or security body immediately, as well as do everything appropriate to protect the interests of the lessor. The informing of the police of what happened will also be mandatory in case of accident due to their own fault and / or without the intervention of third parties and especially when the vehicle is immobilized or when continuing with its driving would mean a danger to traffic safety. In case it is not possible to communicate with the police, the tenant or the driver

must go to give notice to the nearest police station. Likewise, you must complete a descriptive report of accident (Friendly Declaration), whether responsible or not, and with or without the involvement of a third party. In the event of the commission of a crime, if there are injuries and/or if the guilt of those involved should be investigated, it is the tenant's obligation to give immediate notice to the police.

2. In the event of an accident with the contrary, the lessee must complete the part of the Friendly Declaration of Accident in the standard model that will be found among the documentation of the vehicle and inform the lessor in writing immediately, and always within a period not exceeding 24 hours, all the details of the accident, by means of a copy of the part, whose original will be delivered within a maximum period of two days. If the contrary refuses to sign a part of the Friendly Declaration, the lessee must request the presence and collaboration of the police and also deliver to the lessor a copy of the corresponding attestation.

3. The Friendly Declaration of Accident shall be completed in full and with the maximum possible degree of detail, both with respect to the damage and the circumstances in which it occurred. The lessee undertakes to sign and collect the signature of the opponent, if any, in the Friendly Declaration of Accident. If the contrary refuses to sign, the lessee must request the presence in situ police for the clarification of the facts, since otherwise the lessee will be considered responsible for the accident, unless proof to the contrary provided by him.

4. The lessee or driver must take all the measures that are useful and convenient for the clarification of the accident. This includes in particular the duty to answer fully, and in a manner consistent with the truth, the landlord's questions concerning the circumstances of the accident and the duty not to leave the scene of the accident before the necessary and significant findings have been made, in particular so that the lessor can assess the claim, as well as the duty not to prevent the lessor from making such findings. The lessee authorizes the landlord to request from the authority or security body in question, a copy of the accident report or attestation.

5. The loss or theft of the vehicle does not automatically imply an obligation on the lessor to make a replacement vehicle available to the lessee

## **I. RESPONSIBILITIES**

1. The liability of the lessor extends to the damages caused by its employees and other persons for whom it must respond according to law, in the cases of intent or gross negligence, unless the lessor proves to have used the diligence of the good father of the family to avoid the damages. Damages compensable for breach of contract shall extend only to foreseeable (including cranes, expertise, legal costs, etc.) and reasonable and in no case to mere expectations.

2. The lessee and other authorized drivers will respond without limitation for the violation of any regulatory provision they commit during the term of the contract, especially for traffic infractions. The lessee shall hold the lessor harmless with respect to any penalties, fines, fees, surcharges, and in general costs of all kinds imposed by the Administrations. All expenses effectively satisfied by the administrative tasks that the lessor must assume due to the requirements that the Administrations direct to him in order to clarify the authorship or other circumstances of an infraction or crime in the terms contained in stipulation E.1.11 of these General Conditions will be borne and at the expense of the lessee.



## **J. TERMINATION OF THE CONTRACT**

1. The parties shall have the right to terminate the contract if there is a legal cause for doing so. The lessor shall have the right to terminate the contract with immediate effect, in the event that the lessee is delayed by more than two days in the payment of any amounts due or if another just cause concurs.

In this sense, the following shall be considered just cause:

- The return of receipts, checks or charges on card or means of payment provided, unless the lessee proceeds to payment within two days, or failure to comply with the payment conditions previously agreed with the lessor.
- In the event that the lessee uses the vehicle in a way that is not appropriate to its destination or causes damage to it through intent or gross negligence, including lack of maintenance or revisions when forced to do so.
- Violation of applicable provisions on transport;
- Failure to comply with any of the prohibitions included in stipulations B.4, B.5, B.6, B.7 and B.8. of these General Conditions;
- And in general, when it is not required, taking into account the circumstances, the continuation of the lease relationship, for example, in case of a high accident rate or repeated exceedance of the maximum mileage.

2. In case of termination of the contract, the lessee will be obliged to immediately return the vehicle, the keys, the documentation and the accessories. In any case, the lessor will have the right, when terminating the contract, to remove the vehicle from where it is located.

3. In the event of contractual termination, the lessor may claim the damages that it has caused, which includes not only the consequential damage (including cranes, expert reports, legal costs, etc.) but also the loss of profit due to the lack of availability of the vehicle (which will be established taking as a reference the certificate on the loss of profit due to vehicle stoppage issued by the National Business Federation of Rental Vehicles with and without Driver -FENEVAL- to determine the daily amount of the stoppage).

## **K. GENERAL PROVISIONS**

1. The lessee has the right to receive a copy in Spanish of these General Conditions and this has been stated in the versions of the same written in other languages. In case of discrepancies, the directing version will be the one written in Spanish.

2. The clearing of claims shall operate in accordance with the legislation in force. In this sense, the security deposit can only be compensated after having verified that the lessee has fulfilled all his obligations, in accordance with stipulation E.3.5 of these General Conditions.

3. If there is more than one lessee or driver, they shall all be jointly and severally liable to the lessor.

4. All rights and obligations arising from these conditions and the contract shall extend to authorised drivers.

#### **L. MODIFICATIONS**

1. There are no agreements between tenant and lessor not reflected in writing in the rental contract or in these General Conditions. Any modification thereof must be made in writing and signed by both parties.

#### **M. CUSTOMER SERVICE, LEGISLATION AND JURISDICTION**

1. In case of doubts or complaints you can contact our Customer Service as follows:

- Sending an email to the address [rent@fauria.cat](mailto:rent@fauria.cat) indicating in the Subject field the rental contract number.
- Directly in any of our branches, where you will be given a form for this purpose.
- Sending a letter to Grup Fauria, Av. Vidreres nº3 Lloret de Mar 17310 (Girona) Spain, to the attention of the Customer Service Department.

**(01/01/2022)**

