

## Terms and Conditions

1) **Rental Agreement** The contract is with **Alexander Oxspring Unipessoal LDA** (trading as **Albucar**), the provider of the vehicle and you as named on the rental agreement.

2) **The Vehicle** **We must** provide the vehicle and all mandatory safety equipment in a roadworthy condition, properly taxed and licenced. **We must** provide vehicles with mandatory third party liability insurance. **The driver is not** a third party for these purposes and is not covered by this insurance.

**You must** return the vehicle and optional extras in the same condition as provided, excepting fair wear and tear. Please check the vehicle thoroughly before you drive away.

Please ask us to rectify the vehicle condition report if there is any unreported damage, if the fuel levels are marked incorrectly and if the vehicle registration, insurance certificates, incident report form or any mandatory safety or security equipment is not present in the vehicle.

### 3) **Driver requirements**

- a) Minimum rental age of 25 years, maximum of 75 years old
- b) Driving licence valid in Portugal and has been issued for at least 12 months
- c) International Driving licences are needed for licences that are not written in the Roman alphabet

4) **Rental period** **You are responsible** for the vehicle and any optional extras for the duration of the rental period.

- a) Your rental period starts when you pick up the vehicle and ends when we acknowledge that we have the vehicle and keys.
- b) **You must** return the vehicle during the office hours at the agreed return location. If you choose to drop off the vehicle 'out of hours' or before we check in the vehicle you do so **at your own risk and remain responsible until the vehicle is checked in.**

5) **Costs** **You must pay** the amounts on the rental agreement for the vehicle and for any optional extras for the rental period. **You must pay** for any extensions to the rental period, including for optional extras that you agreed to. **You must pay for theft and damage costs, specialist damage costs , specialist cleaning charges, towing fees, toll charges, parking, traffic or other fines and charges and related administration and processing fees**, in accordance with the terms and conditions in this contract.

6) **Vehicle use** **You must:**

- i) exercise all reasonable care and skill when using the vehicle
- ii) use the vehicle in accordance with **the rules of the country that you are driving**
- iii) use the vehicle in **a lawful manner and for lawful purposes**
- iv) use the **correct fuel**

- v) **lock** the vehicle when you are not using it and ensure that all windows, roof openings, removable roof panels or hood are **properly closed**
- vi) **stop** using the vehicle immediately, if safe to do so, and notify us as soon as you become aware of a fault with the vehicle
- vii) adhere to the agreed daily kilometre allowance or be liable for the excess charge per/km
- viii) only use the vehicle in mainland **Portugal and Spain**. The vehicle is **not permitted** to be taken to any offshore islands: Azores, Madeira, Canary Islands etc.

**You must not:**

- i) use the vehicle for **any commercial purposes**; for any **motorsport (recreational or professional)**; or a related activity; **off-road; tow another vehicle or trailer; transport flammable, explosive, corrosive or combustive materials, except for mineral essence oils or similar products as permitted by applicable law (or as set out in the Location Specific Conditions) and fuel or gas necessary for the operation of the vehicle**
- ii) allow any person other than an authorised driver to use the vehicle. **You may only drive in the countries permitted by us.**
- iii) **smoke** in the vehicle. A cleaning charge of up to €100 can be applied if this rule is broken
- iv) transport **pets** in the vehicle unless consent has been given by AlbuCar

**7) Accidents, Theft and Damage** You must notify (i) the police **immediately** and (ii) us within **24 hours**, if the vehicle has been involved in an accident or damage event, even if no third party was involved.

**In the event of an accident we advise that you do not accept liability until you have called the Police and spoken to AlbuCar**

If the vehicle is lost, stolen or damaged you must, to the extent the law allows, **pay the excess stated in this rental agreement, any taxes and our damage or theft processing fee** (unless you have purchased additional waivers to further reduce your excess). Our damage/theft processing fee can be up to €100 depending on the speed of resolution. **Your excess will not apply** in the circumstances set out in section 10 on Waivers.

We will try to recover the excess and other charges from the party at fault if you are able to show that the damage, theft or loss is not attributable to your fault, deliberate breach, fraudulence or gross negligence (to the extent such terms are used under the applicable law). To help us, **you must** provide us a properly completed incident report form, including the contact details of the other parties involved, within 24 hours of the accident. To the extent the law allows, **we will charge a fee to cover our costs in having to contact you to obtain a properly completed incident report form.**

**You are not liable** for any loss or damage charges to the extent attributable to our failure to maintain the vehicle or covered under a manufacturer warranty.

**You are responsible** for loss of keys, damaged tires, broken into locks, loss of car documents, the toll identifier, the windscreen and all the windows of the vehicle.

Any goods or personal belongings are carried in the vehicle at the lessee's own risk. Waivers cover damage and theft of the vehicle but do not insure personal belongings.

**8) Damage assessment** You are responsible for the condition of your vehicle and it should be returned to us in the same condition as it was provided with the exception of normal wear and tear. You will be charged for any damage to the vehicle that is outside of normal wear and tear.

**a)** Stone chipping on the paintwork is acceptable wear and tear

**b)** Scratches or dents caused by collision are chargeable

**9) Cleaning** Cars returned in a dirty state (both interior and exterior) deemed as negligent by the customer can be charged for additional cleaning. This charge can range from €25 to €100 (for the treatment of smoke contamination)

**10) Waivers** Waivers reduce the amount you have to pay to the stated excess if the vehicle is damaged or stolen. Our rates include a basic level of waiver and **we will not charge you more than the stated excess (plus taxes if applicable) and our damage or theft processing fee.** You can further reduce the excess by purchasing Top Collision Damage Waiver (**TCDW**) or Super Collision Damage Waiver (**SCDW**) at daily rates.

**TCDW** and **SCDW** cover any damages caused to the vehicle in case of a road accident (crash, collision, rollover) as well as theft. **TCDW** reduces the excess (deductible) by an agreed percentage, **SCDW** reduces the liability to zero.

**TCDW** and **SCDW** do not eliminate liability for damage to: windows, windscreen, wheels, tires, locks or loss of keys and incorrect fuelling.

**Your excess will not apply if the loss or damage is attributable to (i) your deliberate or fraudulent act, omission or gross negligence (to the extent that such terms are used under the applicable law) or (ii) a deliberate breach of sections 6 (Vehicle Use) and 7 (Accidents, Thefts and Damage).**

**If your excess does not apply, we will be entitled to claim losses or damages against you in an amount equal to the severity of the negligence up to the full amount of the damage or loss we have incurred or will incur (whichever is the greater), to the extent allowed under applicable law.**

**11) Personal Accident Insurance** covers driver and passengers in the event of an accident

Levels of cover are:

€1500 in case of illness and hospitalisation

€15000 in the case of death or disability

**12) Fines and Charges** You must pay for any **parking charges or traffic fines** incurred during the rental period related to your use of the vehicle. You must pay our **processing fee** of €30 to cover our time in dealing with these fines or charges.

- 13) E-Toll Service** A Toll identifier is provided in every vehicle free of charge, you are responsible for it during the rental contract. At the end of the rental contract any movements will be charged to your credit card plus a €5 handling fee.
- 14) Fuel** You **must** bring the vehicle back with the same amount of fuel as was in the vehicle at time of pick-up. If you do not return the vehicle with the same level of fuel, **you must pay** for the cost to re-fill the vehicle. That is the cost to fill up at the nearest station, plus a €18 operating charge.
- 15) Additional Drivers and Passengers** **You are responsible for** ensuring that any additional drivers you have added to the rental agreement or any passengers that you allow in the vehicle observe these terms and conditions. **You are responsible for any costs or charges** we incur because an additional driver or passenger does not comply with these terms and conditions.

**Your excess may not apply if the loss or damage is because of the additional driver's, passenger's (i) deliberate or fraudulent act, omission or gross negligence (to the extent that such terms are used under the applicable law or (ii) a deliberate breach of sections 6 and 7.**

- 16) Changes to your Rental** You **must pay** for any increase in prices if you change the rental period or if you exceed the agreed kilometres. If the Lessee wishes to extend the rental period, the Lessee must contact the Lessor in order to verify the extension's possibility. Any extension requires a new contract and must be signed by the Lessee.
- 17) Returns** You have a **60 minute late return allowance** from the agreed return time. After this time you will be charged for an extra day's rental
- a) Early Returns** **There is no refund for any unused days**
- b) Late Returns** Unless agreed differently, **you must return** the vehicle and any optional extras at the time/ date and location stated on this rental agreement. We offer a 60 minute grace period after the agreed return time. If you think you will be late, it is in your interest to request an extension from us. Charges apply for late returns at the given daily rate, plus a €25 handling fee.
- 18) Pre-Authorisation** We pre-authorise an amount on your payment card. This holds an amount on your payment card so you should ensure there are sufficient funds available, as we will only process payment at the end of the rental.
- 19) Cancellations** Cancellation can be requested 48 hours before rental start time without penalty. For cancellations made less than 48 hours before pick up, the pre-paid cost will be refunded less a €50 fee
- 20) Payments**
- a)** Visa and Mastercard cards are accepted, debit cards are only accepted for the pre-payment not the deposit. Prepaid cards are not accepted. The credit card must be in the name of the main driver (the customer signing the rental agreement.)

- b) The Lessee expressly undertakes to pay the Lessor any amounts due, arising from the Contract, as soon as they are requested.

**When you sign the rental agreement, you are agreeing for us to charge all the costs you incurred during the rental period to your payment card.**

**21) Tracking** Vehicles may be fitted with **geo-location systems and tracking devices** to locate our vehicles in case a vehicle is stolen or not returned to the rental location, or to locate a vehicle in case of accident or breakdown.

**22) Use of your personal information** We use your personal information to: (a) provide the rental services to you; and (b) decide whether to provide future rental services to you and (c) to locate and recover the vehicle, in case of breach of contract (if the vehicle was not returned on time) or theft. **We will provide your personal information, to the extent the law allows and if necessary with your express consent, to:**

a) **Enforcement / local authorities and parking companies** if they have the right to that information and the law allows us to or to verify the validity of your driving licence.

b) **Third parties** who act on our behalf in **claims administration**, in **collecting monies** that you owe us and in **conducting customer surveys** which we use for improving our services to you and to companies that recover the vehicles in case of breach of contract (if the vehicle was not returned on time) or theft.

You have a legal right to access the personal information we hold about you (subject to payment of a fee, if allowed by law), and, if justified, you may ask for any personal information to be corrected, modified, blocked or removed. The data controller is the vehicle rental provider, as named on this rental agreement.

**23) Lost Property** We will do our best to contact you if we find any personal belongings in the vehicle. Any items containing personal or financial information will be disposed of within 28 days in accordance with our privacy policies and the General Conditions of Rental. All other items will be disposed of within 3 months.

**24) Applicable law** The applicable law governing the contract between you and us will be Portuguese law.