

## **TERMS AND CONDITIONS OF AGREEMENT**

Through this contract Hiper Rent a Car SA rents the vehicle described to the lessee under set terms and conditions. The lessee, on signing this contract, agrees to the clauses which have been read and explained to the lessee in his or her own language, and is bound to said terms and conditions.

### **FIRST ARTICLE**

**USE AND STATE OF VEHICLE:** The lessee acknowledges the fact that he or she receives the vehicle in perfect mechanical condition and with the appropriate tools, tyres and accessories and undertakes to keep it in good condition. He or she is also bound to:

- Not transport persons or merchandise or use it for any other kind of activity that implicates sub-leasing the vehicle.
- Not allow other persons to drive it other than the lessee or specifically authorised persons as shown on the present contract.
- Not drive the vehicle in inferior physical conditions caused by alcohol, drugs, fatigue or illness.
- Not use the vehicle for pushing or towing other vehicles or trailers.
- Not use the vehicle to participate in races, sport events or to carry out material resistance tests.
- Not take more passengers than those specified by the manufacturer or permitted by the law.
- To park the vehicle appropriately and in safekeeping when not in use.
- The vehicle may not be transported outside the Balearic Islands without the prior written authorisation of the lessor.
- Not drive outside the national roads, highways or on any unsuitable terrain, as damage to the underside of the vehicle or mechanical component as a result of bad driving is specifically excluded from SCDW insurance coverage.
- Stop the vehicle as soon as possible when any light comes on indicating an anomaly in its function. In this case the lessee must contact the lessor so that they can make suitable arrangements. No repairs will be reimbursed without prior authorisation from the lessor.

## **SECOND ARTICLE**

### **PRICE, PERIOD OF HIRE AND VEHICLE RETURN:**

The price of the hire is reflected on the contract corresponding to category and CURRENT TARIFF (in reference to service, taxes and insurance, or optional liability.) said price agreed with lesser at the moment of signing the contract depending on selected price. The price of the hire includes, cost of compulsory vehicle insurance and collision damage waiver (CDW) with corresponding taxes. Also, in case lessee has contracted, price does include optional insurances, such as SCD. The hire period will be valid from the day and time indicated on the contract. The vehicle must be returned to agreed location, on the date and time indicated. If said time limit is exceeded the customer must pay 11 Euros per fraction equal or superior to an hour. If the lessee wants to renew the contract, he must get the authorisation from the lesser before ending the actual contract. We understand authorisation as a new contract and the lessee is obliged to go to any of our offices to make the renewal. This renewal can be denied depending on availability.

## **THIRD ARTICLE**

**PAYMENT:** The lessee undertakes to pay the lessor:

a) The price of hire which will be that corresponding to the vehicle and current tariffs at any given moment. The rental is to be charged to a credit or debit card, the signature constitutes acceptance and authorisation of the lessor to charge the total final amount to the lessee's account held with the banking institution that issued the card.

b) The charges corresponding by exemption to the lessee for total or partial responsibility for damage caused to the vehicle as a result of collision or theft, for additional Insurance charge for bodily harm (PAI) and theft of personal property and any other additional charges stipulated.

c) Any expenses incurred by the lessee claiming payment due as a result of this contract.

d) The total amount of any type of fine, legal and extrajudicial costs arising from infractions against Road Safety Law given to the vehicle, the lessee or the lessor during the valid contract period unless they have arisen due to the fault of the lessor.

e) The costs for damage repairs caused by collision, overturning or breakdown of said vehicle, or damage to the lessor due to theft, determine however that if said vehicle is being used in accordance with the terms of this contract, the responsibility of the lessee will not exceed the excess specified according to different vehicle models. If the lessee contracts the SCDW he would be exempt from this excess payment due to damage, breakdown or theft excluding the coverage of the insurance specified on this contract.

f) The amount or difference in value of any spare wheel, tyre, tools, convertible roof, radio system or key that may be missing from the vehicle at the end of the

contract. It is specifically stated that any missing or substituted article is not covered by any insurance policy, the lessee being responsible for it.

Likewise the loss or breakage of the key and loss of the documents will be correspondingly charged for as damages caused to the lessor.

g) The quantities corresponding to fuel.

h) The costs of transfer and repair to the vehicle as a result of use of unsuitable fuel.

i) All taxes of any kind, which are payable on provided services.

j) The penalisation corresponding to not completing, in the event of an accident, the friendly settlement declaration or accident report form. Lack of said form, as of the full details of the other party involved, will render the CDW and the SCDW ineffective. Likewise, in the event of theft of the vehicle, if the corresponding report has not been made to the suitable authorities, the TP and the super CDW will be rendered ineffective.

#### **FOURTH ARTICLE**

##### **INSURANCE :**

Only the driver or drivers specifically accepted by the lessor are insured

1- The lessee, and any driver of the vehicle authorised in accordance with article 1 above, participate as the insured in an automobile insurance policy a copy of which is available to the lessee in the lessor's headquarters. Said policy covers civil responsibility and damages to third parties in accordance with the current legislation of the country where the vehicle is registered. (CDW)

2- The lessee declares he or she agrees with said policy and undertakes to observe its clauses and conditions.

3- In the general tariff currently valid a quantity is established apart from the rental and basic third party insurance(CDW) other optional insurances:

SCDW is an optional service provided directly by the lessor. Exemption from excess payable by lessee, for damage to or loss of the vehicle not covered by CDW or TP, with the exception of clauses numerated in this contract.

PAI (Personal accident insurance) – medical assistance and compensation for death and/or permanent disability.

TP partial exemption from responsibility in the event of partial or total theft of the vehicle and damage caused to it by vandalism.

4- The guarantee does not cover clothes and/or objects transported.

5- The insurance is issued for the time of hire alone, in accordance with this contract. After this period and unless there is a specifically accepted renewal, the lessor accepts no responsibility for accidents or damage the lessee may cause, for which the latter alone will be responsible.

If the driver is not in a normal state due to alcohol or drug consumption or other reasons, the lessee and the driver will jointly be the sole persons liable for any damages which may be caused to the lessor, even though the lessee has contracted the CDW, PAI

and TP insurance types, they will not cover material damage to the vehicle or physical harm to the driver, lessee and passengers, or any other kind of damage caused as a result of careless driving or which infringes the commitments undertaken in article 1 of this contract.

## **FIFTH ARTICLE**

### **FUEL**

The fuel consumed during the valid contract period will be payable by the lessee, the lessee must refuel the vehicle with the appropriate fuel. In case of refueling the vehicle with the wrong fuel, or contaminated fuel containing water or other components, the Lessee shall be responsible for expenses incurred for the repair of damage caused to the vehicle. Also in such cases, the Lessee shall pay Lessor the respective lost days profit for the immobilization of the vehicle.

## **SIXTH ARTICLE**

### **ACCIDENTS:**

The lessee undertakes to inform the lessor of any accident and to collaborate fully both with the lessor and the insurance company in the defence of any claim and trial.

The lessee will take the following steps at the time of the accident:

- a) Not recognise or pre-judge responsibility of the accident except in the friendly settlement declaration.
- b) obtain full details of the other party, complete the traffic accident friendly settlement declaration or accident report, and witnesses, which he or she will send along with the accident details (how, place, time, etc...) urgently to the lessor, communicating by telephone in the event of serious accident.
- c) notify the authorities immediately if the other party is to blame.
- d) not to leave said vehicle without taking suitable steps to protect and safeguard it.

In the event of the lessee failing to comply with any of these measures, the lessor can claim damages from the lessee due to the latter's negligence, even in the event that he or she has agreed to buy the vehicle accident insurance (SCDW) which will be rendered ineffective in this case. Likewise in the case of an accident caused by the lessee, the latter will pay for the pick-up vehicle and journey, and in the event of his or her requiring another vehicle a new contract must be signed, without reimbursement (both for return and for compensation) for the fuel or days of hire left on the previous vehicle.

In case of accident and lessee is at fault, the lessor reserves the right to change the vehicle for another one, even though the contract is not finished, without reimbursement of days left on the contract. Lessee will be charged for used fuel.

## **SEVENTH ARTICLE**

### **THEFT:**

In the event of theft of the vehicle the lessee is bound to present the corresponding report of theft to competent authorities, and hand it over along with the keys to the lessor. On the contrary the insurance coverage contracted will have no effect.

## **EIGHTH ARTICLE**

### **DATA PROTECTION (LORTAD – ORGANIC LAW ON DATA PROTECTION):**

In accordance with the data protection law 15/1999, 13<sup>th</sup> of December, we inform you that by submitting your personal information to us through this contract all your information may be transferred and stored in our file known as CLIENTS inscribed in A.G.P.D (Data Protection Agency), under the title of the company HIPER RENT A CAR S.A with C.I.F A07132046, also the company RENT A CAR SANTA PONSA S.A. CIF A07061781, in order to be able to offer the services requested as well as keep you informed about questions relative to the company's activity and services. Likewise the client expressly consents that this information may be transferred to entities or affiliated parties such as insurance entities, affiliated partners or agencies and Aena (Spanish Airports and Air Navigation.) We also inform you the possibility to change at any time, the right of access, rectification, cancellation and opposition of this information of personal character, by means of a written letter to Camino Can Pastilla s/n with postal code 07610 Palma de Mallorca

## **NINETH ARTICLE**

### **MAINTENANCE AND REPAIRS**

The normal wear and tear of the vehicle will be covered by the lessor. If the vehicle is immobilized due to mechanical breakdown or accident the lessee must contact the lessor. We will only accept repair invoices from the lessee in cases of emergency which have been previously authorized by the lessor. The lessee is not authorized to order reparation of the vehicle.

## **TENTH ARTICLE**

### **RESPONSIBILITY**

As long as the lessor takes due precautions and does everything necessary for its prevention, he or she will not be held responsible for the vehicle's mechanical defects due to normal wear and tear of it, or for expenses arising from delays and damages caused in any way as a result of said defects or breakdowns. On the other hand the lessee will be responsible for the charges corresponding to damage or deterioration caused by improper or negligent use, as well as failure to fulfil any of the terms of the general conditions, in which case the insurance cover contracted will be rendered ineffective.

## **ELEVENTH ARTICLE**

### **JURISDICTION**

The questions that arise under this contract between the Lessor and Lessee within the jurisdiction of Spanish courts and tribunals, to which both parties submit.