

GENERAL LEASE CONDITIONS.

Autos d'Or Rent a Car S.LU. (hereinafter, "Lessor') leases to the person/s described as the driver/s in the contract (hereinafter, "Lessee/s") the vehicle referred to in the contract (hereinafter, 'Vehicle'), pursuant to the clauses and conditions set forth in this document, and in relation to the General Applicable Rates (a copy of which is made available to the Lessee in the car rental station), with the price agreed in the lease contract, based on the rate selected,.

ARTICLE 1. USING THE VEHICLE

- **1.1** The Lessee undertakes to use and drive the Vehicle in accordance with the Highway Code and only in Majorca. It is expressly forbidden to: a) Carry passengers in return for payment or in a number higher than that authorised in the Vehicle Excise Licence; b) Push or tow any vehicle or any other objects, and take part in races, whether or not official, and perform resistance tests on materials, accessories or products for automobiles; c) Drive the Vehicle in a negligent or rash way, or when under the influence of alcohol, drugs or any other drug substances; d) Carry goods that contravene the Law and whose weight, quantity and/or volume exceeds those authorised in the Vehicle Excise Licence, and flammable and/or dangerous goods and products which are toxic, harmful and/or radioactive; e) Carry live animals (except for pets and/or domestic animals, with the previous authorisation of the Lessor); f) Use a roof rack or similar element that is not supplied by the Lessor; g) Smoke inside the vehicle.
- **1.2** Only the person/s identified and accepted by the Lessor in the lease contract are authorised to drive the Vehicle, providing they are aged over 21 years or over 25 years, depending on the Vehicle group indicated in the General Applicable Rates and that they have held a Driver's Licence for at least one year.
- **1.3** The Lessee is forbidden to assign, rent, mortgage, pledge, sell or in any way, use the Vehicle, lease contract, keys, documentation, fixtures, tools and/or accessories of the Vehicle and/or any parts of it as a guarantee.
- **1.4** All damages caused due to breach of the conditions set forth in this contract shall entitle the Lessor to terminate the contract and take the Vehicle from the Lessee and to bill the Lessee and collect from it all duly justified amounts for repairing such damages.

ARTICLE 2. STATE OF THE VEHICLE

- **2.1** The Lessee receives the vehicle in good condition.
- **2.2** The Lessee is expressly forbidden to change any of the Vehicle's technical or aesthetic characteristics. Breach of this condition shall entitle the Lessor to take the vehicle from the Lessee and bill it and collect from it for the amounts due, based on the General Applicable Rates. 2.3 At the customer's request the child seats can be secured by the rental company. However, the customer should check and adjust them to ensure the safety of the children travelling in them. The customer exempts AUTOS D'OR RENT A CAR, S.L.U. from any responsibility due to damages that may occur as a result of the incorrect installation of the child seat.

ARTICLE 3. PRICE, TERM AND EXTENSION OF THE LEASE

- **3.1** The price of the lease is the one set forth in the lease contract and is established based on the General Applicable Rates (in reference to services, taxes and insurance and/or optional insurance) and the price agreed with the Lessor at the time of leasing the vehicle, depending on the selected rate.
- **3.2** The price of the lease includes the cost of compulsory vehicle insurance and voluntary civil liability insurance and their respective taxes. This price does not include the cost of the optional exemptions regulated in Art. 6 of these General Conditions, the contracting of which by the Lessee, as is the case, shall be expressly made. In this case the prices charged to the Lessee for such concepts shall be added to total price of the lease.



- **3.3** The lease term shall be the one stipulated in the contract, considering that the last day ends on the date stipulated in the contract. If, once the agreed period has passed, the Vehicle has not been returned without the express authorisation for that extension, the insurance and exemptions set forth in the contract shall be cancelled.
- **3.4** In the event that an extension is agreed by the parties in the contract, or for the return of the vehicle outside the term, for any cause, the applicable price shall be the one set forth in the General Applicable Rates.
- **3.5** The Lessee undertakes to return the vehicle to the Lessor at the place agreed on in the lease contract. Returning the Vehicle to a different place from the one agreed may incur extra charges, in accordance with the General Applicable Rates.
- **3.6** In the event that the lessee terminates the rental contract in advance without notifying the leasing company 24 hours in advance, the contract will be recalculated for the number of days enjoyed with the current prices plus one day as a penalty for early termination without notice. The remaining amount will be returned to the lessee (except in cases when there are specific conditions mentioned in an offer to which the client has adhered to when booking).

ARTICLE 4. PAYMENTS

4.1 The Lessee undertakes to pay the following to the Lessor (these are given as a guide and are by no means exhaustive): a) The amount resulting from applying the General Applicable Rates and the price agreed in the lease contract; b) The amount of any damages and/or theft suffered in full or in part by the Vehicle which are not covered by the exemptions contracted by the Lessee; c) The amount of transferring the Vehicle and/or repairing damages to the Vehicle due to using the wrong fuel; d) The amount of any fines incurred for infringing the Highway Code and surcharges for delays by the Lessee in making payment and any legal costs or extra-legal costs incurred by the Lessee as a result of the foregoing; e) Expenses incurred by the loss or breakage of the keys to the Vehicle (making a new copy of the key, taking a duplicate key to the place where the loss occurred, etc). The Lessee shall also pay all expenses incurred by leaving the keys inside the locked Vehicle. In addition, the cost of leasing the vehicle for an extra day may be charged for maintaining the Vehicle out of operation due to the above incidents, f) The amount that the Lessee pays on deposit if the excess option is selected; q) If, on returning the Vehicle, intensive cleaning is necessary, due to the state in which it was returned, the Lessor may collect up to 250 euros for Special Cleaning; h) The price indicated in the general rates in the case of returning the Vehicle without the pair of emergency triangles, without the Vehicle documentation or without the reflective safety jacket; i) The amount of 30 euros for handling traffic fines. j) The amount set forth in the general rates for processing damages to the vehicle, and for expenses incurred in towing and transferring the damaged vehicle, apart from the contracting of the optional insurance specified in Art 6. The Lessee shall allow the Lessor to charge it for the expenses set forth in letters e) to j) (inclusive) of the present Article after the lease of the Vehicle using electronic payment systems or any other collection system without its authorisation.4.2 Payment of the above amounts shall be made by credit card or in cash.

ARTICLE 5. AUTOMOBILE INSURANCE

- **5.1** The lease prices include compulsory automobile insurance and complementary civil liability insurance with UNLIMITED COVER for damages and losses sustained by third parties arising from using and driving the Vehicle
- **5.2** The above cover is guaranteed and assumed by the insurance company with which the Lessor has arranged the respective insurance policy, subject to the terms of the general and specific policy conditions and the applicable legal provisions.
- **5.3** By signing the lease contract, the Lessee is included as the insured party in that policy (a copy of the policy is available in our head office).
- **5.4** In the event of an accident, the client has no right to receive a replacement Vehicle.



ARTICLE 6. OPTIONAL INSURANCE

- **6.1** SBcF (Basic Excess Insurance): a) This insurance partly exonerates the client from economic and civil liability for damages caused to the vehicle in the event of a road accident, excluding damages caused by acts of vandalism. In such cases, the client shall only be liable for a minimum amount (excess), which shall be expressly established in the contract, and the lessee shall pay all costs and/or damages not covered by the BEI up to this limit.
- b) This SBcF does not cover damages to the underside of the vehicle, damages or dents caused to the tyres and glass and damages due to excess load. Neither does it cover damages caused by negligence of the client, in accordance with a court ruling, or in the event of a serious breach of the Highway Code.
- **6.2** SBsF (Basic Insurance without Excess): This is subject to the same conditions as the Basic Excess Insurance, but in this case, the Lessee is exonerated from paying any amount owed by it (excess).
- **6.3** SR (Theft Insurance): The SR is an optional service taken out directly by the Lessor which, if taken out, exonerates the Lessee from liability due to partial or total theft of the vehicle.
- **6.4** SRC (Tyres and glass insurance): The Lessee is exonerated from paying for damages and/or breakage of tyres and tyre rims, including the spare tyre, and the breakage of windows and mirrors. This service is provided only for certain groups of clients and/or vehicles.
- **6.5** TI (ALL RISK)¬¬: This optional service includes SBsF, SR and SRC insurance in one insurance policy. It does not cover damages or loss suffered to personal belongings carried in the vehicle.

ARTICLE 7. MAINTENANCE AND REPAIRS

- 7.1 Mechanical wear and tear due to normal use of the Vehicle is paid for by the Lessor
- **7.2** The Lessee shall return the vehicle with the fuel tank full. Otherwise, the Lessee shall be charged for the missing amount plus an additional charge for refuelling, based on the General Applicable Rates.

ARTICLE 8. LEGISLATION AND JURISDICTION

The present contract shall be governed by Spanish law. All disputes arising with respect to this contract between the Lessor and the Lessee shall be brought before the Courts of Palma de Mallorca.

ARTICLE 9. DATA PROTECTION

In accordance with the applicable legislation on personal data protection, we hereby inform you that the data furnished by you are incorporated into files owned by Autos d'Or Rent a Car, SLU which are duly registered with the Spanish Data Protection Agency and used for internal purposes by our company. You may exercise your right of access, correction, cancellation and opposition to the processing of your data, using the forms available in our offices, or by writing to the following address: (Avinguda Benvinguts 64, Cala d'Or, (07660)). We request your consent for your data to be used temporarily by other companies collaborating in the commercial or financial activities of the EMPRESAS ROIG group. We undertake to treat your data confidentially and use them only for the purposes indicated, and guarantee the safety of your data to prevent them from being altered or lost, or from being processed or accessed without authorisation.