

## Terms & Conditions

### 1. Intention

VDL Car Hire, Unipessoal, Lda. (hereinafter called “VDL Car Hire”), fiscal number 513151419, rents to the client the vehicle described in the Rental Contract, subject to all the terms and conditions of this Rental Contract, and in consideration thereof, the client acknowledges and agrees the following:

### 2. Period of Rental

- 2.1. The term of the contract set out in the Rental Contract herein indicates the date and time on which the vehicle must be returned.
- 2.2. The rental dates are calculated in periods of 24 hours, counted from the exact time clients collect the vehicle until they return the vehicle, with its keys and documents to the agreed VDL Car Hire destination. The courtesy for returning the vehicle is 59 minutes from the agreed return time. Return of a vehicle over 59 minutes and less than 4 hours will result in a half day rental charge based on the daily rate of the vehicle plus an administration fee of €25, after this four hour period rental will be charged at half day increments based on the daily rate of the vehicle.
- 2.3. No refund will be made for the days the vehicle is not used. In the event the client returns the vehicle before the return date specified in the contract.

### 3. Extension of Period of Rental

If an extension is required, the renter must contact VDL Car Hire with 24 hours’ notice to obtain permission. If such permission is granted then the client agrees to pay the amended rental charges for the extended period. If such permission is not granted, it will be considered that the vehicle is being used without the consent of its owner, being a punishable act in the terms of the law, and any insurance cover would be nil and void.

### 4. Collection / Delivery of Vehicle

- 4.1. The client declares to have inspected the vehicle and received it in perfect working condition, with the exception of any damage indicated in the Rental Contract or an attached document and agrees to drive the vehicle in compliance with the Highway Code and the provisions supplied in these terms and conditions.
- 4.2. The vehicle is delivered with fluorescent jacket, triangle and stamped counter kilometers, usual tools, one extra wheel or repairing kit, 4 marked tyres, unique car documents and insurance card.

## **5. Return of Vehicle**

- 5.1. The renter is obligated to return the vehicle in the same condition as it was upon collection, with all accessories and equipment.
- 5.2. Failure to comply will result in the renter paying for all expenses of returning the vehicle to its pre rental condition without detriment to VDL Car Hire and loss of income during the period the vehicle is not available to rent.

## **6. Renters Obligations**

- 6.1. The client agrees to drive the vehicle in compliance with the Highway Code and the provisions supplied in these terms and conditions.
- 6.2. The client agrees not to sublease, use or permit the use of the vehicle in violation of the applicable laws and the general rental terms and conditions, namely:
  - a) By any unqualified driver or a driver unauthorized by VDL Car Hire.
  - b) To transport goods in violation of customs, or in any other illegal manner.
  - c) For the transport of passengers or goods against any form of payment or compensation, be it implicit or explicit.
  - d) For sport competitions, off-road activities, for towing vehicles and for travelling on inappropriate or inadequate roads.
  - e) By any driver under the influence of alcohol or narcotics, or in a state of dementia and/or drowsiness.
- 6.3. Failure by the client to abide by any of the above, shall make them liable for any damage to the vehicle and/or to 3<sup>rd</sup> parties.
- 6.4. In the event of prosecution, the client must pay for all court costs and lawyer's fees, even if the latter's involvement in the procedure was not mandatory.
- 6.5. Driver's age is a minimum of 23 years old with a minimum of 1 year's driving experience for standard vehicles and a minimum of 25 years old with a minimum of 1 year's driving experience for non-standard vehicles e.g. executive. Where either of these circumstances are not met, special conditions may be agreed at an extra cost. A valid driver's license which is permitted for use in Portugal is required and has to be presented to VDL Car Hire.
- 6.6. Any unauthorized use by the client will entitle VDL Car Hire to terminate the Rental Contract early for breach of contract by the former and where appropriate, to claim for any damages that may apply in this respect. The above are examples of non-authorized use given by way of example but are not limited to the cases shown.
- 6.7. The client compromises themselves to do the following:

- a) Respect the warning signals of the vehicle, and should promptly contact VDL Car Hire.
- b) Not carry out any repair of the vehicle without the prior express consent of VDL Car Hire.
- c) Change the oil and lubricate every 5.000 kms.
- d) Check battery and tyres every day.
- e) Check the oil and water every day;
- f) Confirm that the correct fuel is being used.

**6.8.** Should the vehicles instrumentation suggest that minimal normal maintenance is required, such as oil greasing, screen wash etc. the client must justify these with invoices under the name VDL Car Hire, and these will automatically be reimbursed to the client. If expenses are higher than €15 they must be previously authorized by VDL Car Hire.

**6.9.** The client releases VDL Car Hire from any responsibility for loss or damage to personal belongings stored or transported in the vehicle by the client or passengers during or after the rental period.

**6.10.** The client allows storage and processing by VDL Car Hire of their personal data in the Rental Contract. In the event or breach of any provisions of this agreement by the client, the personal data may be disclosed or passed to third parties to the extent found necessary to assist recovery procedures.

**6.11.** Client must notify VDL Car Hire when they wish to carry children under 3 years of age and any children or adults under 1.5m in height so VDL Car Hire can provide an approved restraint for a fee, for the weight and height of the person who will use it. The client is responsible for installing the restraint.

**6.12.** Clients and/or authorized additional drivers are jointly liable for the client's obligations under this agreement and the relevant laws that are applicable.

## **7. Procedure in Case of Accidents / Damage**

**7.1.** The client agrees to protect the interests of VDL Car Hire and Insurer, in case of accident in the following way:

- a) Notifying straight away the police through 112;
- b) Contact VDL Car Hire and do not fill in any insurance form without the presence of a VDL Car Hire representative.
- c) Obtaining names and addresses of people involved and witnesses.
- d) Not abandoning the vehicle without adequate measures for safeguarding it and protecting it.

**7.2.** In the case of an accident, loss, damage, theft or vandalism, it must be reported by the client immediately to the authorities and to VDL Car Hire.

**7.3.** VDL Car Hire is not responsible for the client failing to report any of the above to the authorities.

## **8. Insurance & Covers**

**8.1.** CDW (collision damage waiver) is included in the rental price and is a third party liability insurance. In case of damages or accident the client is responsible for an excess, which depends on the vehicle that was rented. This excess must be guaranteed either by (i) paying a holding deposit on the credit card used to make the booking or (ii) taking out additional cover, SCDW (super collision damage waiver).

**8.2.** By paying a variable daily fee, the client can acquire the SCDW, this waives the excess covering all damages on the outside of the car except tyres.

**8.3.** Neither of the above (CDW or SCDW) will cover the following:

- a) Damage to tyres, tyre rims and vehicle interior.
- b) Flat tyres and blow-outs.
- c) Damage to the clutch and gear box.
- d) Compensation for the days the vehicle cannot be used due to repairs.
- e) Fees for a tow truck.
- f) Fees for recharging the battery.

**8.4.** These covers are guaranteed and assumed by VDL Car Hire's insurance company, and they are subject to the insurance policy's general and particular clauses and current legislation. By signing the vehicle Rental Contract, clients accept the conditions of this insurance policy, which are available to clients on request.

**8.5.** The VDL Car Hire Insurance Cover will be valid as long as the following conditions are met:

- a) The client, in the event of a collision, must inform the police and then VDL Car Hire.
- b) The insurance company does not refuse to accept the claim because the vehicle's driver was not in the physical and mental condition required by the Highway Code.
- c) The collision, theft, fire, or act of vandalism did not take place during unauthorized use, as set out in these terms and conditions, and
- d) The clients sent notice of the collision, theft, fire, or act of vandalism caused to the vehicle within forty-eight hours of the event, together with the relevant documents (accident report, report to the authorities, etc.).

**8.6** *The Company may at its discretion use vehicle monitoring in the fleet primarily for the purposes of improving safety and security as set out as follows:*

The system can be used to provide information as a defence for clients and the Company in contentious situations such as third party claims or disputable vehicle incidents and to assist the company in proactively locating the client and vehicle in the case of an accident to ensure prompt recovery and supply of alternative transport. It may also be used to monitor vehicles which, due to unexpected movement, would be under suspicion of being stolen or which we suspect may have breached unauthorised cross border usage or breached of the terms and conditions of this agreement.

## 9. Charges and Payments

- 9.1. The credit card used to make the reservation should be presented by the card holder when the vehicle is collected. The credit card used should be in the name of the client taking out the Rental Contract.
- 9.2. The charges for the vehicle rental, insurance, taxes and any additional services are set out in the Rental Contract.
- 9.3. If the client loses or damages any of the car documents, they will be liable for a charge of €150, in order to replace these.
- 9.4. If the client loses or damages the car keys, they will be liable for a charge of up to €300 for the expenses incurred in replacing and delivering a new set of keys.
- 9.5. Rates/prices do not include: Fuel, refueling tax, car washing, tolls, toll solution, parking fines, traffic offences and management fees caused by the infringement of Highway Regulations, Laws, Rules and By-Laws for these, and in case of accident, the towing of the vehicle to the point of origin. VDL Car Hire reserves the right to charge the client an extra €40 for the administrative costs it incurs for processing and sending notice of any of these sanctions to the relevant authorities.
- 9.6. Any damage caused to the vehicle by excessive speed, driving under the influence of alcohol and/or narcotics, putting in the wrong fuel or negligence, then the client will be held responsible for the total repair value, including the towing of the vehicle to an authorized repair centre and indemnity for the time that the vehicle is out of operation. The estimated cost of the rental is payable on delivery of the vehicle, based on the current daily rate, plus any other extras described on the front of the Rental Contract. The client must leave a reimbursable deposit in the value of the excess as shown on the Rental Contract if SCDW is not taken out, to cover potential eventual damage.
- 9.7. The client is responsible for the excess of any repair for vehicle damage in the event of an accident if:
- a) The vehicle was not used in accordance to these terms and conditions.
  - b) The accident report contained a misrepresentation of the facts or was not sent to VDL Car Hire in time.
  - c) The client miscalculates the dimensions of the vehicle.
  - d) SCDW insurance was not taken out.
- 9.8. In the event of an accident VDL Car Hire, will recover the costs of the accident administration fee up to a maximum of €150.
- 9.9. The damage amount will be calculated by an approved repair centre or if this is not possible according to rates published by VDL Car Hire, which are known and agreed to by the client.

**9.10.** VDL Car Hire, reserves the right to charge for loss of income for the length of time the vehicle is not available for further rental due to the vehicle being repaired. The method of payment shall be the credit card used to make the reservation.

**9.11.** Charges for late return of vehicle, are as described in Section 2 (Period of Rental).

**9.12.** Charges arising for not returning the vehicle in its pre-rental contract condition, are as described in Section 5 (Return of Vehicle).

**9.13.** In all cases, VDL Car Hire shall immediately inform the client of any charge that were made and the reasons for it, giving the client all the information possible.

**9.14.** Clients' liability shall not exceed the vehicles market value, according to the maximum price set out in the Eurotax Glasses Group guide (or equivalent) in force at the time of the accident.

**9.15.** Confirmed bookings cancelled within 60 days prior to the commencement of the hire period are non-refundable.

## **10. Cross Border Travel**

VDL Car Hire does not allow the vehicle to cross borders, except in cases where the rental has been made in Portugal with the intention of using the vehicle in Spain. If so, the client must inform VDL Car Hire, Lda, prior to collection of the vehicle. A supplement will apply. If the client drives the rented vehicle outside the borders of Portugal without prior consent of VDL Car Hire the vehicle will not be covered by insurance and the client will be responsible for any damages, towing, costs and fines that may be incurred during the rental.

## **11. Easy Toll**

**11.1.** The Client is informed and agrees that as the renter of the vehicle they are responsible for the payment of the Tolls in Portugal – the non-payment of such Tolls incurred is a crime punishable in the terms of the law nº25/2006 of 30 June.

**11.2.** By the acceptance of this document, the Client accepts the “Easy Toll” service, authorising VDL Car Hire to pay to the Payable Entity the cost of the tolls used by the Client and to be charged and these are to be charged to their credit card.

**11.3.** The “Easy Toll” service will be available by a charge of €1,85 per day, maximum 10 days charge.

**11.4.** With the acceptance of the “Easy Toll”, the Client gives his accordance to the debit, within 30 days of the closed Rental Contract, to the Tolls incurred during the period of the Rental Contract.

**11.5.** If the Client has accepted the service, and thereafter declines it or refuses the payment, VDL Car Hire is legally entitled to identify the Client to the Authority. The cost of tolls and fines that might take place during the rent period will be the Client's responsibility to VDL Car Hire and Legal Authority.

**11.6.** If the Client doesn't take the “Easy Toll” option they will therefore assume the

responsibility of paying themselves the cost of the tolls used to the legal Authority. In case of failure to pay the tolls, VDL Car Hire will charge €24,60 for each identification as an administrative fee.

**11.7.** The Client agrees that the rent vehicle is fitted with an Identifier that allows to be recognised all the Toll trips made, and accepts the terms of the correct use of the device. In case of damage or loss, the Client will be held responsible for the cost of the device.

## **12. Client Services**

Please address any comments, claims or complaints to VDL Car Hire Customer Services via:  
[customerservices@vdlcarhire.com](mailto:customerservices@vdlcarhire.com)

## **13. General**

Any editing or changes to the terms and conditions of this document will be null and void unless agreed upon in writing between the client and VDL Car Hire.

## **14. Governing Law**

This contract is constructed according to the laws of the country where it is signed, and both parties agree to submit themselves to the courts of Loulé city.

## **15. Translation**

Only the Portuguese version of these general terms and conditions are valid and legally binding.