

## RENTAL TERMS BY AUTOS FLORES

**USE OF VEHICLE** - Renter receives the rented vehicle and accessories described on page one hereof in good condition, and undertake to maintain and drive said vehicle carefully and in accordance with the regulations of "the Motor Traffic Code".

It is expressly prohibited:

- a) To carry passengers or goods, when this implies sub leasing vehicle directly or indirectly.
- b) The operation of said vehicle by any person who is not hereby authorised.
- c) To drive said vehicle when driver's physical condition is impaired by alcohol, drugs, fatigue or illness.
- d) To use the vehicle to propel or tow other vehicles.
- e) To use the vehicle for racing rallies, etc.
- f) To break the seal or interfere with the odometer Failure must be immediately notified to Lessor.
- g) The Lessor keeps the right to cancel this contract, when he considers that the renter is making an inappropriate use of the car.

**RETURN OF VEHICLE** - Said vehicle will be returned to the place and on the date specified on page one hereof. Any alteration to the agreed place and date of car's return must be previously authorised by Lessor.

The unfulfilment on this condition entitles Lessor to demand in court the restitution of the vehicle.

**RENTAL CHARGES** - Renter agrees to pay in addition to the rental charges and taxes stipulated in Lessor's valid tariff all expenses resulting from loosing of keys, tools and accessories and repairs for wrong fuel refuelling, as well as all fines and court costs for traffic and other legal violations caused through fault of Renter, during term of this agreement. The application of tariff originally agreed is subject to the return of the vehicle on the place and date stipulated hereby.

**INSURANCE** - The car insurance provided by Lessor covers the Renter and driver authorised hereby against third party liability for UNLIMITED amount and Bad Bond in Spain.

Said policy does not cover for loss, theft or damage to any property transported in the vehicle

### **Renter's liability is fully covered**

**The insurance does not include:**

- a) **Accidents caused by negligent driving or under the influence of alcohol and drugs.**
- b) **Accidents caused by exceeding the speed limit,**
- c) **Immobilisation of the car for repairs or accident or retention of the car by the public authority, when this is due to the client's fault.**

Renter may purchase insurance against accidental bodily injury in accordance with conditions of the Policy subscribed for this coverage, outlined in a separate brochure in accepting this insurance by signing in the space provided on page one hereof. Renter agrees with policy conditions and payment of the applicable charge.

**ACCIDENTS** - Renter agrees to make the following action in case of accident:

- a) Not to admit liability or guilt.
  - b) To obtain full details of parties involved and witnesses, filling in the form enclosed with the car's documents, which shall be forwarded immediately to Lessor. Serious accidents shall be reported immediately by telephone.
- To notify the authorities immediately if another party's guilt has to be ascertained.

**REPAIRS.**- Lessor shall reimburse Renter of the cost of greasing, oil changing and minor repairs (except wrong fuel refuelling) up to 60,00 Euros,- providing all bills and/or receipts to substantiate such expenses be furnished to Lessor.

Permission must be obtained from Lessor before carrying out major repairs over 60, 00 Euros, - or having said vehicle towed.

**LESSOR'S LIABILITY.**- Lessor has taken all precautions to prevent mechanical failure of said vehicle, but if such happens, the Renter hereby releases the Lessor of any liability for loss of or damage arising out of such failure, directly on indirectly.

**JURISDICTION** - Should any difference arise between both parties, it could be used the courts placed in the same place of the rental company or the courts placed in the same place than the customer address.

**PERSONAL DATA** - In compliance with the provisions of the Ley Orgánica 15/1999 de Protección de Datos ,the renter is pleased to inform you that your personal data will be added to our records in order to maintain, develop and manage our business relationship, which includes attention to your inquiries or requests for information or documentation. You expressly consent that your data can be processed by us for sending commercial information about our services, offers and promotions by any communication way. This consent could be changed; just you should contact us and confirm it. Our records will not be provided to other people, companies or organizations.