

TERMS AND RENTAL CONDITIONS

1. Purpose of the rental agreement:

The purpose of this rental agreement is to rent without driver the vehicle specified in the specific terms to the renter named in the specific terms for the private transport of passengers and their luggage. The renter shall at all times keep a copy of the rental agreement in the rented vehicle.

2. Rental period:

The rental period is set out in the specific terms of this contract with the date and hour for collecting and returning the vehicle, the return of the vehicle before the end of the rental period does not give the renter any right to a refund or reduction of the rental price or of the insurances or deposits. HELLE HOLLIS reserves the right to remove the vehicle from the renter at the same time, with the sole obligation of reimbursing the renter the balance, if any, of any amount paid pursuant to the rental agreement.

3. Extension of the contract: Should the renter wish to extend the rental period, he/she must expressly advise HELLE HOLLIS in writing and no less than 24 hours prior to the expiry of the rental period of his/her request to extend the contract. The minimum period for extensions is one day (24 hours). The terms and conditions of the original agreement shall apply during any extended rental period and the renter agrees to pay a charge for such extended period in proportion to the rates that are in force at the time of the extension. Apart from the payment of the additional rental days the renter will be charged a fee of 60€, if the contract is not extended or if it is extended after its expiry. HELLE HOLLIS shall under no circumstances be under an obligation to extend the rental period and may demand that the vehicle be returned at the expiry of the original contract.

4. Vehicle not returned at the end of rental period. If the vehicle is not returned at the end of the rental period or the extended rental period, the vehicle will be immediately reported stolen.

5. The vehicle shall be returned to HELLE HOLLIS before the expiry of the rental period set out in this clause. The vehicle must be returned to the place specified in the contract. If the vehicle is returned to the HELLE HOLLIS Malaga airport check-in parking at a time when the Malaga Head Office is open for the return of vehicles, a fee of 30€ will be charged.

6. Use of the vehicle after the expiry of the rental period shall be deemed unauthorised use of the vehicle pursuant to clause 12 hereof.

7. The renter acknowledges full liability for all damages and expenses arising should the vehicle break down or be involved in an accident outside the agreed rental period. The renter hereby acknowledges that insurance cover for the vehicle is subject to a valid rental agreement.

8. Prices:

Our ALL INCLUSIVE RATE includes a free kilometre allowance, obligatory insurance as stipulated by Spanish law and 16% VAT.

The price agreed in the contract will be calculated according to the rates in force at the time, such rates are accessible to the public in the HELLE HOLLIS offices, and the renter expressly declares to have received prior notice of such rates, specifically regarding the type of vehicle and contract module that he/she is contracting.

Rates are stated in euro. The price does not include fuel expenses.

9. Insurance:

The vehicles are insured in case of accident (CDW: Collision Damage Waiver).

The insurance also covers damages caused to the vehicle in the event of fire and/or theft of the vehicle. (The insurance will not cover theft of the vehicle if the theft is the result of a negligent act or omission on the part of the renter) A Personal Accident Insurance (PAI) is also included in the insurance.

The Collision Damage Waiver (CDW) does not cover damage to the undercarriage, oil sump, clutch, wheels incl. tyres and wheel trims. Nor does the insurance cover the replacement of the vehicle regardless of the type of damage caused. The insurance does not cover change of tyres.

CDW, fire and theft coverage is subject to an insurance excess as stated in the current price list – in order to avoid such an excess the customer may choose to purchase an excess waiver and a super excess waiver.

Only clients who have purchased the super excess waiver are covered for damages to the undercarriage, oil sump, clutch, wheels incl. tyres and wheel trims.

In the event of an accident involving a 3rd party, the excess waiver cover shall only be valid if the client provides HELLE HOLLIS with the information requested in paragraph 10b and 10c. In the event of a successful claim against a 3rd party the renter may be entitled to recover part of the excess waiver. The insurance does not in any way cover personal property left, stored or transported in the vehicle. **DO NOT LEAVE YOUR PERSONAL PROPERTY IN THE VEHICLE. ALWAYS KEEP THE VEHICLE LOCKED WHILE UNATTENDED.**

10. In the event of an accident or a criminal act against the vehicle (see point 11) the renter is obliged to:

- Notify the police immediately.
- Fill in an official accident report such as the one located in the rental vehicle, providing as a minimum the following information: license plates of all vehicles, the names and addresses of all parties involved together with the names of their insurance companies and, if possible, their insurance policy numbers.
- Briefly describe the incident and if relevant, record the names and addresses of any witnesses.
- Not admit liability or guilt or make any agreement whatsoever in relation to the incident.
- Not leave the vehicle before making adequate provisions to secure and safeguard it from further damage.
- Notify HELLE HOLLIS immediately (**emergency free phone: 900 12 30 46**)

HELLE HOLLIS is under no obligation to provide the renter with a new vehicle in the event of an accident or criminal act against the car. If HELLE HOLLIS agrees to provide a replacement vehicle, the renter shall pay for the rental of the new vehicle, unless the renter has taken out a daily excess waiver. Under all circumstances the renter must pay the excess waiver or leave a new excess deposit for the replacement vehicle.

11. Examples of a criminal act against the vehicle:

- Theft of the vehicle
- Theft of exterior or interior parts of the vehicle such as wheels, tyres or seats
- Forced entry into the vehicle causing damage to glass or bodywork
- Vandalism to the vehicle

The quoted list of examples is not limited.

12. Unauthorised use of the vehicle:

The renter is obliged to ensure that the vehicle is used correctly at all times, to observe the traffic rules applicable to motor vehicles and to avoid any situation or circumstance which could cause damage to the car or injury to a third party. The renter is also obliged to ensure that no-one other than the persons authorised in the rental contract drives or operates the vehicle. Should the vehicle be driven or operated by any unauthorised person the renter shall be liable for any damage or loss inflicted to the vehicle or to a third party. Any use of the vehicle which does not abide by the points contained in this clause shall be deemed unauthorised use.

The renter is fully liable for any and all damage to the interior or exterior parts of the vehicle resulting from unauthorised use of the vehicle. The renter is obliged to pay all costs and expenses arising from any unauthorised use of the vehicle. Any such amount shall be settled either by charging the renter's credit card, by deducting the amount from any deposits paid, or by payment in cash, which the renter expressly accepts. The renter's signature on the rental contract is deemed to be acceptance of these rental conditions. If HELLE HOLLIS is not able to collect costs and expenses in this manner, legal proceedings may be commenced. Under such circumstances the renter hereby acknowledges his/her liability to pay all expenses derived from such proceedings including lawyers, attorneys and costs even though their intervention may not be procedurally obligatory.

Unauthorised use of the vehicle includes, but shall not be limited to, the following:

- Towing or propelling other vehicles
- Driving in areas that are not designed or designated for public traffic, such as beaches, racetracks or the like.
- Driving in places or in such a manner that may cause damage to the undercarriage.
- Ignoring the vehicle's warning signals which the renter by signing this rental agreement states to have knowledge of.
- Transporting goods or animals in the vehicle.
- Transporting of persons or goods in return for payment, whether directly or indirectly.
- Subletting the vehicle.
- Carrying more persons or luggage than permitted for the vehicle in accordance with the number of safety belts installed in the vehicle. (see price list for further information).
- Transporting luggage or other items on the roof of the vehicle. (It is not permitted to fix a roof rack to the vehicle).
- Leaving objects in a visible place inside the vehicle.
- Excessive dirt in the interior of the vehicle.
- Driving the vehicle whilst in a state of fatigue, illness or under the influence of alcohol, drugs or narcotic substances.
- Reckless driving.
- Failure to respect traffic regulations.
- Driving of the rented vehicle by a person not authorised in the contract, whether as a main driver or as an additional driver(s)
- Driving the vehicle outside of the Iberian Peninsula.
- Failure to return the vehicle at the agreed time
- Use of the vehicle after the expiry of the rental period.

13. Driver(s):

For vehicles in groups B to D, drivers must be at least 21 years of age, and for all other groups drivers must be at least 23 years of age, unless a Young Driver's Insurance has been contracted. For drivers of 75 years of age or more, a special senior drivers insurance must be contracted. The renter must hold a valid driver's licence, which has been valid for at least 12 months prior to the date of the rental agreement. Additional drivers must be approved by HELLE HOLLIS, be named in the rental agreement and meet the same rental conditions required of the renter. All drivers must sign the rental agreement.

14. Joint Liability

All renters and additional drivers will be jointly liable to comply with the renter's obligations according to this contract, and according to the laws that govern it.

15. Loss of car keys and documents:

Unless a super excess waiver has been contracted, any costs related to the making of new car keys or documents, or both, will be charged to the renter. The renter is liable for all expenses related to the delivery of spare keys and documents.

16. Lost and found:

The renter acknowledges the obligation to empty the vehicle of his or her personal belongings at the expiry of the rental period. HELLE HOLLIS cannot be held responsible for belongings found in the vehicle.

17. Traffic violations

The renter is personally responsible for the immediate payment of any fines arising from traffic and/or parking violations during the rental period. The renter must inform HELLE HOLLIS of any fines imposed on the vehicle or the driver during the rental period. The payment of the fine is not covered by any of our insurance options.

If the vehicle is detained by the authorities due to the actions of or the failure to act of the renter and regardless of the cause, the renter shall bear full responsibility for such detention and agrees to indemnify HELLE HOLLIS for any and all expenses in relation thereto.

18. Fuel

Rates do not include fuel expenses. For the renter's convenience, the vehicle is supplied with a full tank of fuel, which is paid for upon collection. If the vehicle is refuelled during the rental period, it is the sole responsibility of the renter to use the correct type of fuel. The consequences of using the wrong type of fuel are not covered by any of our insurance options.

19. Vehicle maintenance

The renter acknowledges that the vehicle is received in perfect mechanical condition and undertakes to keep it in good condition. No repairs may be made to the vehicle or spare parts replaced without the prior written consent of HELLE HOLLIS. Repair costs will not be refunded unless HELLE HOLLIS has expressly given prior consent and accepted the quote for the repairs and the workshop chosen to undertake them. If the written consent of Helle Hollis has not been given, the renter shall have sole liability for the payment of the workshop expenses and of the spare parts.

20. Payment

All services must be paid for in advance. HELLE HOLLIS may under certain circumstances demand the payment of a deposit. HELLE HOLLIS accepts most credit cards.

21. Master agreement

This agreement shall be considered a master agreement for car rentals and shall apply to all agreements that the renter enters into with HELLE HOLLIS.

22. Privacy policy:

In accordance with the Spanish Organic Law 15/1999 on the Protection of Personal Data and in compliance with Article 5 of this Law, we would like to inform you that the Personal Data you have given to us will be included in a file called 'Client File' which is registered at the Data Protection Agency (AEPD in Spanish) under the name of HELLE AUTO, S.A., (as responsible for the file), of Avenida García Morato, no. 14-18, 29004 Málaga, so that the company may carry out its car rental activities.

You may exercise your right to access, object to, rectify and cancel your personal data by making such a request in writing and enclosing proof of your identity to HELLE AUTO, S.A at the above mentioned address.

23. Jurisdiction and governing law:

This rental agreement shall be governed by Spanish law. The parties expressly submit to the jurisdiction of the courts in Malaga, and they expressly renounce their rights to any other jurisdiction in any matters or questions resulting from this rental agreement.