



## General Terms and Conditions of Rental

These general terms and conditions govern the contractual relationship between Sixt Rent a Car, S.L. ("the lessor") and the client ("the lessee") by which the former allows the latter to use a vehicle for the period and price as set out in the rental contract and in accordance with other conditions stipulated herein.

### A. Use of the vehicle

1. The vehicle shall be handed over to the lessee in good working order and without defects, with all the vehicle papers as well as a set of keys, tools and accessories, in particular reflective jackets and warning triangles, which the lessee has to check at the start of the rental period, notifying the vehicle rental office of any defects. The lessee must also check that child seats have been fitted correctly. The lessor assumes no liability for the failure to carry out these checks, which are the sole responsibility of the lessee. The lessee must carry a copy of the rental agreement with him at all times.
2. The lessee undertakes to use the vehicle and the accessories with due care and to return them in the same condition in which they were handed over to him. The lessor must also check the levels of liquids and engine oil regularly, as normal, carry out or have carried out any safety inspections that may be necessary as a result and drive the vehicle in compliance with the *Código de la Circulación* (the Spanish highway code).
3. If it becomes necessary during the rental period to repair the odometer or any other part of the vehicle to ensure driving safety, the lessee may have this work carried out by one of the workshops authorised by the vehicle manufacturer, provided that the cost of this work does not exceed €100.
4. The vehicle shall be handed over to the lessee with a full tank of fuel, correspondingly, the lessee must return the vehicle at the end of the rental period with a full tank of fuel. Should the latter not be the case, the lessor shall charge the lessee the cost of refilling the vehicle plus a service charge in accordance with the currently applicable rates. These rates are available in any Sixt rental office. These costs may be charged against the deposit or charged to the credit card used to make the rental payment. Certain rates include the compulsory purchase of a full tank of fuel, which allows the lessee to return the vehicle without having to fill up the fuel tank. No refund will be made should the vehicle be returned with a full fuel tank, however.
5. For the rental of commercial vehicles with a permitted gross vehicle weight of 7.49 tonnes or more and fitted with an AdBlue® fuel tank, the vehicle shall be handed over to the lessee with a full fuel tank of AdBlue®. The lessee must return the vehicle at the end of the less will a full tank of AdBlue®. If the latter is not the case, the lessor shall charge the lessee the cost of refilling the vehicle plus a service charge in accordance with the currently applicable rates. These rates are available in any Sixt rental office. These costs may be charged against the deposit or paid for with the credit card used to make the rental payment.
6. When renting commercial vehicles with an AdBlue® fuel tank, the lessee must ensure that the AdBlue® tank is always sufficiently filled. The lessee shall be liable for any damages that may be caused by breaches of this obligation, in particular any penalties or fines asserted by the authorities.

### B. Bookings

1. Bookings are based on vehicle types. Booking a type of vehicle does not confer the right to be assigned a specific model of the vehicle type.
2. If the lessee has not collected the vehicle by no later than one hour after the agreed time, there shall no longer be a binding agreement. Cancellations must be made at least 24 hours before the start of the rental period.

3. The following applies to bookings made at pre-paid rates: A booking can be changed before the rental begins in return for an alteration charge of € 20. Any payment in advance already made towards the rental shall not be refunded; nor shall any differential amount be refunded. Likewise, a booking can be cancelled before the rental begins. In the event of cancellation, the payment in advance already made towards the rental shall be paid back subject to a cancellation charge, which will be withheld and shall be in the amount of the rental charge (in accordance with Clause D including any extras and charges) for a maximum of 3 rental days. Cancellations can be made online ([www.sixt.es/mysixt](http://www.sixt.es/mysixt)) or in writing and must be addressed to: Sixt Rent A Car S.L. Unipersonal, C/ Vial 1, Solar 3 y 4, Local 2, Polígono Son Oms, 07610 Palma de Mallorca, Spain, Fax: +34 911 518438, E-Mail: [espana@sixt.com](mailto:espana@sixt.com). In the event that the booked vehicle is not collected or not collected at the agreed time the rental charge already paid shall be withheld in full.

### **C. Authorised drivers, permitted uses, travel abroad**

1. When the vehicle is handed over, the lessee must produce a domestically valid driving license necessary for driving the vehicle. In the case of bookings made at the prepaid rates, the means of payment used at the time of booking must be presented. If the lessee is unable to produce said documents when the vehicle is handed over, Sixt will cancel the rental contract; in any such cases, the lessee shall have no claim for non-performance. The vehicle may only be driven by the lessee, or by members of his family, or by his employees, by his consent, as well as any other persons named in the rental agreement. It is the lessee's responsibility to ensure that any driver is in possession of a driving licence that is valid in the countries in which the vehicle will be driven. Upon request, the lessor shall be obliged to advise the lessee in writing of the names (first name and surname) and addresses of the people he has authorised to drive the vehicle. The latter applies in particular when the lessor is required by the authorities to identify a driver that may have committed a driving offence.
2. The vehicle may only be used on public roads and highways. It is expressly forbidden:
  - a) to use the vehicle to take part in races, competitions or any kind of challenge;
  - b) to use the vehicle for driving lessons;
  - c) to use the vehicle for tests;
  - d) to transport people or cargo for commercial gain;
  - e) to sublet the vehicle;
  - f) to commit criminal offences with the vehicle, even if said offences are only considered to be of criminal nature in the place where the offence is committed;
  - g) to drive the vehicle when the driver's physical condition is impaired by alcohol, drugs, tiredness or illness.
  - h) to use the vehicle to propel or tow other vehicles;
  - i) to use the vehicle in the event of risk, in particular if any of the dashboard warning lights illuminate;
  - j) to use the vehicle to transport toxic, flammable or other hazardous substances;
  - k) to alter the odometer of the vehicle; the lessor must be informed immediately of any malfunction of the odometer.
3. The countries in which the rental vehicle may not be used, as well as those countries where certain vehicle models may not be rented, are listed in the rental agreement. For vehicles rented in Spain, it is expressly forbidden to take the vehicle from the mainland to the islands and vice versa and/or between islands, as well as Ceuta and Melilla, unless the lessor has given express permission for this.
4. The lessee must ensure that any load carried in or on the vehicle is secure and must respect the weight limits and/or the number of occupants permitted in the respective vehicle. It is the responsibility of the lessee to lock the vehicle properly whenever it is left unattended.
5. The lessee shall be individually and jointly liable for the people who drive the vehicle during the rental period.
6. Without prejudice to the lessor's liability to third parties, should any of the circumstances stipulated under sub-clauses 1 to 3 above arise, the lessor may terminate the contract with immediate effect and claim compensation for any loss and damage, including loss of profits, which the breach in question may have caused.

## **D. Rental Charges**

1. The rental charges shall be those stipulated in the rental agreement. The minimum charge is one day. Unless a discount or special price has been agreed, the applicable rental charges are those given on the price lists in all Sixt rental office. Alternative rates or surcharges may be applied for drivers under 25 years of age or for those who have held a driving licence for less than three years.
2. The costs of filling the vehicle, of petrol, service charges, as well as the cost of returning the vehicle to, or collecting it from, a location other than a Sixt rental office, and any applicable taxes, unless specifically mentioned, are not included in the rental charge. Prices, offers and special discounts apply only if payments are made when due. The lessor reserves the right to modify the charges and discounts if these have been predicated on a manifest error or incorrect data provided by the lessee.
3. Additional charges or extras, such as mileage, child seats, telephone, navigation systems, snow chains, airport taxes, etc., shall be charged in accordance with the rates applicable at the time of booking. If these supplements or extras were not booked in advance, the rates valid at the time the rental vehicle is collected shall apply.
4. If the vehicle is not returned to the same rental office from which it was rented, unless otherwise agreed in writing, the lessee shall be required to pay the cost of returning the vehicle to the original rental office, in accordance with the fixed prices in the Sixt price list.

## **E. Due date, payment terms, guarantees**

1. The rental charge, as well as any other charges agreed, such as, for example, limitations of liability, delivery charges, airport taxes, etc., and VAT, shall be due at the start of the rental period. If the rental period exceeds a period of 28 days, the rental charge shall be payable at intervals of 28 days and at the beginning of each interval.
2. For bookings made at pre-paid rates, the rental charge plus any other charges agreed shall be due at the time of booking and shall be charged to the credit card that the lessee identifies the day after the booking is made.
3. The lessee shall be obliged to leave a deposit at the start of the rental period, said deposit amounting to three times the rental charge, plus any other charges agreed, such as, for example, limitations of liability, delivery charges, airport taxes, etc., and VAT. If the agreed rental period exceeds 28 days, the deposit shall be a maximum of three times the rental charge plus any other agreed charges and VAT for a period of 28 days. The lessee may be required to pay a deposit of up to €4,000 may be required for a higher class of vehicle.  
For bookings made under the pre-paid option, the lessee shall be obliged to present the credit card used to pay the deposit.
4. The deposit guarantees any of the lessee's obligations or liabilities to the lessor. The lessor is authorised to use the amount of the deposit to pay for said liabilities, without prejudice to the right to claim those liabilities that exceed the amount of the deposit.
5. Unless any agreement to the contrary, the rental charge, the deposit and all other charges agreed shall be charged to the credit card identified by the lessee.
6. Additional fees, charges and other payments that arise at the end of the rental agreement shall be charged to the same credit card. The lessee may request a breakdown of the items invoiced and has a period of 30 days following receipt of the invoice in which to dispute said items.
7. If it has been agreed for payment to be made on receipt of an invoice, payment shall be due within 7 days after the invoice has been sent, the lessor being able to settle of the invoice via direct debit.
8. The lessee shall be deemed to be in default of payment from the day following the due date for the respective payment without any prior request for payment being necessary. In the event of non-payment, interest may be charged calculated on the legal base rate plus three percentage points.

## **F. Insurance**

1. The insurance cover for the rented vehicle extends to mandatory third-party liability insurance with a maximum cover of €70 million for personal injuries and €15 million for property damage per accident. The insurance is limited to Europe.
2. General insurance cover for the rented vehicle shall cover damage caused by theft, fire or force majeure.
3. The applicable excesses to be paid by the lessee, per claim, shall be determined by the price lists in force, and displayed at all SIXT rental offices, at the time of rental.
4. If insurance is taken out for passengers, the amount of cover will be €20,500 in the event of invalidity, €12,800 in the event of death and €500 for medical costs. If there are two or more passengers, the sums insured increase only by 50% and the injured person has a proportional claim.
5. The insurance cover shall exclude personal injury or property damage caused by gross negligence or wilful misconduct, for which the lessee bears full responsibility.
6. Similarly, the insurance cover shall exclude those accidents caused by an unauthorised driver of the vehicle, or if the driver of the vehicle was not in possession of a valid driving licence, or if the vehicle was being used in breach of provisions of sub-clauses C.2., C.3. and C.4. above, as well as in the cases stipulated under section I.2 of these terms and conditions.

## **G. Accidents / Theft / Obligation to notify**

1. In the event of an accident, theft, fire, damage from natural causes, or other damage generally, the lessee shall do whatever may be necessary to protect the lessor's interests. In particular, he must notify the police immediately, if a criminal act is being committed, if there are personal injuries or if the guilt of the parties involved must be investigated.
2. In the event of an accident, the lessee shall complete the standard accident report form, which can be found among the documents provided with the rental vehicle, and notify the lessor of the accident, by submitting a copy of the accident report form, within a period of no longer than 24 hours. The original version of the form must be submitted within a period of no longer than two days. If the other party involved refuses to sign the accident report form, the lessee shall request the presence of the police.
3. If the vehicle is subject to any other damages, the lessee shall draft and deliver to the lessor a report describing said damages.
4. Accident report forms and/or the forms for reporting damages as outlined in the previous sub-clauses shall be completed fully and in the maximum detail possible, not only in terms of the damages but also regarding the circumstances in which said damages were caused.

## **H. Lessor's liability**

1. The lessor shall not be liable for damage to or theft of items left inside the vehicle.
2. The lessor's liability covers loss and damage caused by its employees and those for whom it is responsible in the event of gross negligence or wilful misconduct unless the lessor can demonstrate that it used appropriate diligence to avoid such losses. Loss and damage giving rise to compensation for breach of contract shall extend only to foreseeable and reasonable damage typical for the agreement and in no case to expected damage.
3. Damage to the vehicle does not automatically imply that the lessor is obliged to provide a substitute vehicle.

## I. Lessee's liability

1. The vehicle shall be handed over to the lessee in good working order, without deficiencies, except for those observations that may be made when collecting the vehicle. The lessee shall return the vehicle in the same condition. The lessee shall be liable to the lessor for any damage to or theft of the vehicle as well as for losses caused by any breach of the agreement generally, except for those limitations of liability to which the lessor may agree, and those that may be applicable in accordance with the legal provisions in force but which are not included in these terms and conditions.
2. The lessee may choose to limit his liability to the amount of the agreed policy excess for any loss or damage of the lessor by paying a separate charge.

The following guarantees may be agreed:

- LDW (Loss Damage Waiver): by paying the agreed daily amount, the liability of the lessee for losses suffered or damage caused to the vehicle, its parts or accessories, other than those suffered by way of theft or attempted theft, or vandalism, shall be limited to the amount of the excess provided for in the agreement.
- TP (Theft Protection): by paying the agreed daily amount, the liability of the lessee for loss of or damage to the vehicle, its parts or accessories suffered by theft or attempted theft, or vandalism, shall be limited to the amount of the excess provided for in the agreement.
- GT (Glass & Tyre Coverage): payment of this covers damage to tyres or glass.
- PAI (passenger insurance): provides cover for the consequences for passengers of an accident (invalidity or death), as well as medical costs.

The cost of these limitations of liability, which are optional, as well as the amount of the policy excesses, can be found in the SIXT price list.

In the event these options are included in the rental agreement and an accident occurs, the lessee shall be only be liable to the lessor, and for the amount of the policy excess:

- for losses caused by the gross negligence or wilful misconduct of the lessee or those for whom he is liable.
- should the lessee fail to submit an accident or damage report form, or he fails to do so in due time or fully, or if the report contains false facts or information;
- for losses that may be caused to the lessor by failing to provide emergency assistance or by failing to notify the police, as per the obligation provided for in paragraph G, unless the breach of these obligations was not caused by the gross negligence or wilful misconduct of the lessee;
- if the party that caused the damage is not an authorised driver or if the provisions of sub-clauses C.2 C.3 or C.4 of these conditions have been breached.

The contractual limitation of liability referred to in this paragraph applies only for the rental period.

3. On the other hand, the lessee and his vicarious agents shall be liable without limitation for the breaches of any provisions which they commit during the rental period, in particular breaches of traffic regulations. The lessee shall indemnify the lessor against any and all penalties, fines, duties, charges, and all other costs levied by the authorities. As compensation for the lessor's administrative incurred in handling enquiries put to it by the prosecution authorities in order to investigate administrative and criminal offences committed during the rental period, the lessor shall receive from the lessee a flat-rate amount of €15 for each enquiry. The lessor shall be at liberty to claim greater costs for such enquiries if it proves the amount and reason for these being incurred.
4. Damages caused to the interior of the vehicle, those caused by incorrect refilling of the fuel tank or damage to the engine shall not be covered by the limitation of liability to which the lessor may agree as part of the rental agreement; neither shall damages caused to windows and mirrors, to tyres, apart from when GT is part of the rental agreement, damages to the underside of the vehicle or to the roof, and the costs incurred as a consequence of the loss or damage of the vehicle keys.
5. The lessee shall check if it is necessary to pay a motorway toll in the countries in which he intends to travel and shall pay any such toll.
6. If a supplement has to be paid on the road tax because of the net weight of the vehicle and the possibility of attaching a trailer, the lessee shall carry out and pay for the necessary procedures. The lessee shall indemnify the lessor against all duties, taxes, surcharges, sanctions or costs that may be

imposed on lessor for any breach of the above obligation.

7. These provisions apply not only to the lessee but also to drivers authorised by the lessee, whereby the contractual limitation of liability included in these terms and conditions does not apply to unauthorised drivers.
8. Repair costs and charges for accessories for which the lessee is liable shall be calculated in accordance with the "average price of spare parts" table drawn up by DEKRA Calzado Expert, S.L. or by any other independent expert. The amount determined by this method – if necessary, the amount of the policy excess – shall be invoiced to the lessee. The latter has the right to receive a copy of the expert's report. If the cost cannot be determined by this method, it shall be determined in accordance with the repair estimate issued by the workshop. The cost of compensation the lessee has to pay for total loss of the vehicle shall be the value of the vehicle at the time the accident took place.

In addition to the general damages determined as above, the lessor also has the right to claim for loss of profit as a result of the impossibility of being able to use the vehicle that was involved in the accident.

#### **J. Return of the vehicle**

1. The rental agreement shall last for as long as initially agreed, at the end of which time the vehicle must have been returned. The duration of the rental agreement may be extended with the lessor's prior consent, provided that the lessee's request is made three days before the expiry of the agreed rental period. The first rental agreement shall apply if there is an exchange of vehicle and for rental periods of more than 28 days.
2. The lessee is obliged to return the vehicle, as well as the keys, documentation and accessories, to the lessor at the end of the rental period, at the agreed location, and during normal working hours, which are displayed in all Sixt rental offices.
3. Special rental rates apply only to the period offered. If said period is exceeded, the normal rate shall apply to the whole period.
4. If the vehicle is returned late, the respectively applicable rental rates shall be charged until the date when the vehicle is returned.
5. It is the lessor's responsibility to return the vehicle properly to the lessor at the agreed place. If this is not the case, and if the lessor is not at fault, then the lessee shall compensate the lessor for the period in which the latter has not been able to use the vehicle. The compensation will be calculated on the basis of the rental cost, plus any additional costs that may arise.
6. The lessee shall return the vehicle, the keys, the documentation and the accessories in the same condition as when he collected them. Should any of the accessories be missing, the lessor may demand the following amounts from the lessee: € 10 for failing to return the vehicle papers, € 12 for any of the reflective jackets being missing, and € 15 for failing to return both warning triangles. The applicable VAT will be added to these amounts. The lessor shall also be entitled to claim cleaning costs if the vehicle is returned dirtier than expected from normal use.

#### **K. Termination of the agreement**

1. Each of the parties shall be entitled to terminate the rental agreement should any legal reason for doing so arise. The lessor shall have the right to terminate the agreement with immediate effect if the lessee is in default of payment for any amount due for more than seven days, or in the event of any other just cause.

The following shall be deemed to be just cause:

- The returning unpaid of invoices, cheques, promissory notes or charges to a credit card, unless the lessee makes good on the payment within a period of seven days.
- If the lessee uses the vehicle in an inappropriate manner or causes damage to the same as a result of either gross negligence or wilful misconduct, including as a result of lack of any obligatory maintenance or servicing.
- Breach of applicable commercial transport rules;
- Breach of any of the prohibitions included in sub-clauses C.1, C.2. C.3. and C.4 of these terms and

- conditions;
- And generally when continuing the contractual relationship is no longer feasible, for example in the event of a heavy accident.
2. If the agreement is terminated, the lessee shall be obliged to return the vehicle immediately, together with the keys, the papers and accessories. In any event, on termination of the contract, the lessor shall be entitled to collect the vehicle from wherever it is located.
  3. If the agreement is terminated, the lessor may claim for any loss and damage that it has suffered, these including not only general damages (including towage, experts, legal costs, etc.) but also loss of profit caused by its inability to use the vehicle.

#### **L. Car Express Master Agreement**

1. Upon conclusion of the Master Agreement, the Sixt Rent a Car, S.L.'s General Terms and Conditions of Rental shall apply to all agreements entered into in Spain as part of CarExpress Service. When making use of the Car Express Service in another country, the General Terms and Conditions of Rental in the respective country shall apply.
2. When making use of the CarExpress Service, the lessee accepts the rental offer upon printing out of a corresponding rental agreement and the handing over of the vehicle keys at any Sixt counter or key safe.
3. When making use of the CarExpress Service, the lessee accepts the rental agreement he receives with each rental as being binding on him, even if unsigned.
4. The lessee expressly guarantees, at the time when the rental agreements are concluded, that he is in possession of a valid driving licence. He shall inform the lessor of any changes relating to his driving licence, his address, credit card and other relevant details before conclusion of any subsequent rental contract under the Master Agreement.

#### **M. Lessee's direct debit authorisation**

The lessee authorises the lessor to debit the car rental cost, the deposit and any other costs and liabilities mentioned in this agreement from his credit card either presented at the time when the rental contract is concluded, specified in the rental contract or from the credit card subsequently presented or additionally specified by the lessor.

#### **N. Data protection clause**

1. The lessee's personal data are confidential. The lessee authorises said data to be saved in a file that is the property of Sixt Rent A Car, S.L.U. which shall be duty bound to keep the data secret. The personal data stored shall consist of:
  - The name, postal address and e-mail address, landline and mobile telephone numbers, fax, date of birth, passport number, driving licence details and customer number;
  - Any outstanding charges owed to the lessor or other companies in the same group;
  - Any data relating to the loyalty programmes.

Subjective assessments nor those relating to the lessee's assets shall be stored under any circumstances. The purpose of handling such data is exclusively for the maintenance and execution of normal commercial relations and the rendering of services arising from the business activities of the lessor.

2. The lessee agrees for Sixt Rent A Car, S.L.U. to send him its own commercial communications via post and e-mail. The company may pass on personal data to other companies of the Sixt group, vehicle manufacturers or tourism companies with the aim of keeping the lessee informed of the products or services offered by the group as well as products and services related to the rental of vehicles that may be of interest to the lessee.
3. Sixt Rent A Car, S.L.U. may also pass on personal data to credit entities, law firms or debt collection agencies, provided that this is related to the lessor's legitimate functions. That is particularly the case if:

- False or incorrect data are supplied when renting the vehicle;
  - If the vehicle has not been returned within 24 hours after expiry of the rental agreement;
  - If invoices have not been paid, or if purported payments are returned unpaid;
  - Theft of or damage to the vehicle.
4. The lessee may exercise his right of access to, deletion and correction of his personal data, as well as his right to object to the commercialisation of his personal data, their use or communication to any third party by writing to this effect to Sixt Rent A Car S.L. Unipersonal, C/ Vial 1, Solar 3 y 4, Local 2, Polígono Son Oms, 07610 Palma de Mallorca, Spain. The data collected by Sixt may be handled and stored in Spain, Germany or any other country in which Sixt has offices.

#### **O. General provisions**

1. The lessee has the right to receive a copy of these General Terms and Conditions in Spanish, a fact that has been mentioned in other versions of the same General Terms and Conditions that have been written in other languages. In the event of any dispute about the interpretation of the rental agreement, the Spanish text shall prevail.
2. Only undisputed claims of the lessee or of an authorised driver, by the lessor, or claims of the lessee or of an authorised driver that have become final and absolute, may be set off against claims of the lessor.
3. If there is more than one, lessee, they shall be jointly and severally liable to the lessor.
4. All rights and obligations arising out of this agreement enure to the benefit of and against the authorised driver.

#### **P. Place of jurisdiction, written form**

1. There are no verbal side agreements between the lessee and the lessor. Any amendments must be made in writing.
2. In commercial relationships with companies and professionals, the place of jurisdiction shall be Palma de Mallorca, Spain, to the exclusion of any other place. In relationships with consumers, the place of jurisdiction shall be the place of performance, i.e. the place where the vehicle is collected.

#### **Q. Conditions of the SIXTI Rental Agreement**

The lessor's General Terms and Conditions of Rental apply for rentals of a SIXTI vehicle in Spain unless any other regulations are stipulated in this section (Q).

By booking a SIXTI vehicle, the lessee is bound by these General Terms and Conditions of Rental in the version valid at the time the rental agreement is concluded.

##### **1. Conclusion of the agreement**

1.1 Booking of the desired vehicle type by the lessee via the Internet constitutes a binding offer within the meaning of article 1.262 of the Spanish Civil Code. The agreement is confirmed – subject to the provision in figure 2.5 – by an e-mail sent by the lessor to the lessee. The credit card holder is automatically registered as the first driver.

1.2. The lessee of a SIXTI vehicle must be aged 18 years or over. An additional charge of EUR 10 incl. VAT/day, with a maximum of EUR 70 incl. VAT/booking will be levied for drivers aged less than 23.

1.3. The place of performance is the place where the vehicle is collected.

##### **2. Bookings/modifications/ cancellations**

2.1. The lessee may make modifications to the booking by phone on payment of a service charge. Service charges are listed on the SIXTI website at <http://www.sixti-alquiler-de-coches.es>. The maximum rental price is billed, i.e. if the rental price is lower than the original price after re-booking, then the original price will be charged. If the rental price is higher after re-booking, then the higher rental price will be charged.

The following cost-bearing modifications apply under the meaning of this provision:

- a) change of date/time of collection and date/time of return of the vehicle
- b) registration of additional drivers
- c) adding of extras or other insurance payments

2.2. If the new rental period is longer than the original one, the prices at the time of modification of the rental period are valid.

2.3. Modifications to bookings can only be made via our telephone hotline (0034 902 49 16 16), which is not a freephone number.

2.4. The lessee's obligations under this agreement remain wholly unaffected if the lessee fails to collect the vehicle. The lessor is not obliged to deduct any income it may make from the vehicle being rented to another party from the amount owed by the original lessee.

2.5. The lessor is entitled to debit the credit card with the full estimated rental fee including any extras booked by the lessee as soon as the lessor has confirmed the booking. There is no rental agreement if the full rental fee cannot be charged to the card.

2.6. Reimbursement of any upfront rental fees is only granted under the following conditions:

If the lessee cancels the agreement before the start of the lease on the basis of unusual or unforeseeable reasons for which the lessee is not personally responsible, for example:

- Natural catastrophes (such as, floods, fire, etc.)
- War
- Terrorism
- Diseases

Cancellation must be carried out by the lessee in writing and under submission of proof (e.g. medical report).

2.7. Once the rental has been confirmed, the lessor is obliged to provide a vehicle for the lessee for the entire rental period booked.

2.8. If the lessor cannot provide the booked vehicle, the lessor reserves the right to provide an alternative vehicle.

### 3. Collection of the vehicle

3.1. The business hours of the respective rental stations are given on the lessor's website.

3.2. Collection or return of the vehicle is only possible during business hours.

3.3. The lessor must submit the following documents when collecting the vehicle:

- booking confirmation (produced automatically when booking)
- a driving licence valid in the country of use for each of the registered drivers (all driving licences must be valid for manual vehicles)
- a passport or identity card that is valid for at least for 3 months
- a credit card (no pre-paid cards or debit cards, such as Visa Electron or MasterCard Electron) for any additional costs that may arise from this rental.

The driver's and payment details are fixed upon booking and cannot be modified. The lessee/person collecting the car must be the credit card holder. This credit card must be submitted at the SIXTI desk when the vehicle is collected and must be valid at this time.

3.4. If one of these documents is missing or false data was given upon booking (e.g. with respect to the validity of the driver's licence, passport or identity card) the vehicle will not be provided and the lessor has the right to terminate the agreement and impose a fine on the lessee amounting to the rental charge. In this event, the lessee has no right to make a claim for non-performance of the agreement by the lessor.

3.5. If the lessee collects the booked vehicle later than agreed, the proportionate rental charge for the unused period will not be reimbursed.

3.6. Providing false data or submitting fake documents or modes of payments may lead to the loss of insurance cover and makes the lessee fully liable for all damages to the vehicle and third parties.

3.7. Before taking over the vehicle, the lessee must check the accuracy of the mileage in kilometres and the state of fullness of the fuel tank as indicated by the lessor as well as the complete and accurate record of accidental damages in the rental agreement and report any differences to the lessor's assistants.

#### 4. Authorised drivers

The lessee can only confer the right of use as given in the rental agreement to others drivers with the lessor's approval. For each additional driver, an extra charge of EUR 5 incl. VAT/day, up to a maximum of EUR 25 incl. VAT/booking is to be paid. All other possible drivers must be present and submit their driving licences on collection of the vehicle. The lessor may exclude the other drivers from the right of use if there is good cause. The right of use cannot be transferred to unnamed drivers.

#### 5. Rental price

The rental price includes all charges agreed upon booking. Price modifications cannot be made once the agreement has been concluded.

#### 6. Terms of payment

6.1. The lessee is fully liable for all damages resulting from default of payment. Other claims of the lessor remain unaffected by this.

6.2. Complete billing of the rental agreement, i.e. including extra costs for additional kilometres, possible refuelling and any extras booked or used when the vehicle is collected, is carried out once the vehicle has been returned and an employee of the lessor has read the number of kilometres on the meter and measured the state of fullness of the fuel tank. The bill is paid by the lessee via the mode of payment given.

#### 7. Return of the vehicle

Vehicles must be returned to the station where they were collected. The lessor offers no one-way rental option.

#### 8. Data protection clause

The lessee/driver may exercise his right to object to the processing and use of his personal data for commercial purposes at any time by writing to this effect to : **Sixt Rent A Car S.L. Unipersonal, C/ Vial 1, Solar 3 y 4, Local 2, Polígono Son Oms, 07610 Palma de Mallorca, Spain, Fax: +34 911 518438, E-mail: [espana@sixt.com](mailto:espana@sixt.com).**