

# **GENERAL CONDITIONS OF THE CAR RENTAL AGREEMENT**

## **1 – OBJECT**

Drivalia Portugal – Automóveis de Aluguer Sem Condutor, S.A. (hereinafter referred to as the Rental Company), rents the motor vehicle ("Vehicle"), identified in the particular conditions of the rental Agreement ("Contract"), to the Customer also identified in the particular/special conditions of the Contract ("Renter") under the following assumptions, terms and conditions:

## **2 - DELIVERY AND RETURN OF THE VEHICLE**

2.2 - On delivery of the Vehicle, Renter will sign a document of receipt of the Vehicle stating it is received in a clean and usable condition, with its accessories, documents and in the conditions described in this document of receipt of the Vehicle, which will also be signed by the Rental Company or its representative.

2.3 - Renter undertakes to return the Vehicle, its keys and documents in the same conditions in which he received them, at the location and date indicated in the particular conditions.

2.4 - If Renter uses the Vehicle for purposes other than those provided for in the Contract, or in violation of its terms and conditions, the Rental Company may immediately terminate the Contract, and Renter is obliged to return the Vehicle to the location indicated in the particular conditions within 24 hours after receiving the notice of termination, subjected to the Rental Company immediately proceeding to seize the vehicle with the assistance of the police forces, at the Renter's expense.

2.5 - The extension of the rental or a change in the Contract conditions requires a written agreement between the Parties, which will constitute an Amendment to the Contract. The Renter is responsible for any costs inherent to the amendment of the Contract.

2.6 - For the purposes of the previous Clause, if the intention is only to extend the rental, the Renter shall send a written request to the Rental Company, at least 48 hours before the expiry date and time of the ongoing Contract, using the email addresses of the Parties listed in the special conditions, mandatorily identifying the registration number of the vehicle and the desired period for extension.

2.7 - The Rental Company will communicate, in writing, the conditions, including price, for accepting the change requested by the Renter. If within this period the Rental Company does not reply, the extension request is considered automatically not accepted and the vehicle must be returned by the Renter in the conditions stipulated in the agreement/contract.

2.8 - At the term of the Contract or its termination operated under the terms of paragraph 2.4 of this Clause, the Vehicle will be returned at the location stipulated in the particular conditions, where it will be inspected by the Rental Company, the vehicle documents and keys returned by the Renter, and drawn up a document of

Vehicle return, signed by both parties and where the Rental Company will declare that it accepts the return of the Vehicle.

2.9 - If the 59 minutes tolerance for the scheduled time of return of the vehicle is exceeded, the Rental Company is entitled to charge the Renter an additional amount calculated on the basis of the highest normal daily rate published in the price list in use on the date and in proportion to the delay in returning the Vehicle.

2.10 - If at the time of returning the Vehicle, damage or missing parts/accessories/documents are detected, or that the Vehicle requires special cleaning and/or sanitizing treatment due to the condition in which is returned, facts that will be mentioned in the Vehicle return document signed by the Renter and the Rental Company, the Renter will pay the Rental Company for the repair of the damage or the replacement of whatever is missing or damaged, as well as the extra washing according to the rate in use at the time.

2.11 - If for reasons accountable to the Renter it is not possible to carry out the physical inspection of the Vehicle mentioned in the preceding number, namely due to abandonment of the Vehicle or its return to a location and time not agreed upon, the Vehicle status report is irrevocably accepted by Renter and the Rental Company will be immediately entitled to charge the Renter for all expenses incurred in recovering the Vehicle, as well as all losses, shortages or damages detected in Vehicle by the Rental Company during its recovery, by charging the credit card used in the initial payment and deposit, which the Renter hereby authorizes.

### **3 - USE OF THE VEHICLE**

3.1- Renter is obliged to normally and carefully use the Vehicle in a correct and diligent way and will be liable for any damage caused to it, unless the damage does not result from an act that is accountable to him.

3.2 - Renter must ensure that the Vehicle is properly locked and secured when not in use ; fuel up the Vehicle with the appropriate fuel; regularly (at least every 1000 kilometers) check the engine oil, coolant and brake fluid levels; check the tire pressure and the water, oil and AdBlue level; and ensure turning on and diligent use of any safety device fitted to the vehicle, if any.

3.3 - The costs of washing and repairing tire punctures while the Vehicle is being used by Renter are his responsibility.

3.4 - Renter is responsible for any damage caused to Vehicle, except those inherent to normal and prudent use, and for the payment of any fines or penalties relating to its use for the duration of the contract. Renter will reimburse the Rental Company any amounts that the Rental Company is required to pay to any third party, administrative, police or other bodies in connection with the illegal, unlawful or irregular use of the Vehicle by Renter, as well as to compensate the Rental Company for any damage or costs that are caused to the Rental Company as a result of Renter's failure to comply, in particular for administrative expenses, which are estimated at a minimum of € 20, or when an accident is involved at a minimum of € 50.

3.5 - The Vehicle may only be driven by the Renter or by the persons identified in the special conditions, provided they are legally entitled to drive and have at least a driving license for more than 12 months and 25 years old. For the purposes of this

Clause, the Renter irrevocably undertakes to keep all drivers of the vehicle object of this contract duly informed of the contractual obligations provided for herein.

3.6 - Driving licenses issued with characters other than the Latin alphabet must be accompanied by an international driving license.

3.7 - The Renter undertakes not to use or allow the use of the Vehicle a) to transport passengers or goods in violation of the law; b) to transport passengers against expressly or tacitly agreed remuneration; c) for sporting events or training whether these are official or not; d) to sublet it and/or entrust it to third parties for any reason whatsoever; e) by any person under the influence of alcohol, narcotics or any substance that directly or indirectly reduces the driver's perception and capacity to react; f) outside the Portuguese territory, unless expressly authorized by the Rental Company and having previously paid the Cross Border fee in use at the time and published on the Rental Company's website [www.sadorent.pt](http://www.sadorent.pt) Cross Border rentals between the Continent and the Azores and Madeira archipelagos; inter-archipelagos movements; and inter-island movements within the respective archipelagos are not permitted unless expressly authorized by the Rental Company previously;

3.8 - Smoking inside the Vehicle is prohibited.

#### **4. VEHICLE MAINTENANCE**

4.1 - Unless otherwise agreed in the particular conditions and without prejudice to the manufacturer's liability for defects in the Vehicle, the Vehicle's maintenance inherent to its normal use is the Rental Company's responsibility. Any expenses with small repairs carried out by Renter - bulbs, fuses, oil replacement, except AdBlue - exceeding 25 euros require the Rental Company's authorization and, whatever the amount, will only be reimbursed by the Rental Company on presentation of the invoice/receipt proving the amount and payment, issued in the name of the Rental Company, with tax number 502 766 883.

4.2 - In case of breakdown, the Renter must contact the Rental Company's services and go to the nearest rental center.

#### **5 - INSURANCE, COVERAGE AND SERVICES**

5.1 - The Renter and/or authorized driver is part of a civil liability insurance policy in accordance with the legal stipulations of the country, that covers the risk of personal injury or damage to property caused to third parties. It also includes cover - CDW - for damage to the vehicle in the event of an accident caused by collision, the renter being subject to payment of an excess that varies according to the type of vehicle.

5.2 - The Renter may hire the following services, better described at [www.sadorent.pt](http://www.sadorent.pt) or at the rental center counters a) Super LDW - reduction of deposit compensated by additional supplement, variable according to the vehicle category (includes TW - covers theft and/or loss of the vehicle); b) ACDW - Protection up to the value of the reduced deposit that covers small damages/scratches, locks and tires in normal use of the vehicle. c) PAI - Covers personal accidents, with maximum amounts of 1500 Euros in case of illness or hospitalization and 15000 Euros in case of death or disability; d) WDW - Covers damage to glass (including braking).

5.3 - The covers will only be valid during the period agreed in the Contract, except if there is an extension of this under the terms of these general conditions, the Rental Company declines any and all responsibility for accidents caused or that may be caused by the Renter beyond the rental period, the Renter being solely and exclusively responsible for them.

5.4 - The above-mentioned Services, even if voluntarily purchased by Renter, will not produce their effects in case of (i) intent or serious Renter or Driver fault in the production of damages, (ii) negligent driving, misuse of the vehicle, violation of the Traffic regulations, driving under the influence of alcohol or psychotropic substances; and (iii) failure to return the Vehicle or the keys. In such cases Renter will have to compensate the Rental Company for all expenses, losses and damages caused to the latter by the actions of Renter or the driver of the Vehicle.

## **6 - ACCIDENTS, DAMAGES AND CLAIMS**

6.1 - In case of accident, the Renter obliges to: (a) report to the Rental Company any and all accidents, theft, robbery or any other claims, within a maximum period of 24 hours; b) to immediately call the police authorities whenever third-party intervention occurs; or if the vehicle is prevented from circulating; c) obtain the names and addresses of the people involved in the accident and of the witnesses; d) Not leaving the Vehicle without taking appropriate measures in order to protect and safeguard it; e) Not assuming any responsibility on the Rental Company's behalf; f) To present to the Rental Company a detailed report of the accident including a copy of the report drawn up by the police authorities; g) In cases of vandalism, theft or robbery of the Vehicle, present to the Rental Company a copy of the report made to the authorities, namely the police authorities, a document proving the submission of such report and return the keys to the Vehicle.

6.2 - Failure by Renter to comply with any of the above obligations enables the Rental Company to apply a penalty of € 2.000 euros.

6.3 - Subscribing to any additional services does not exempt Renter from the obligations set out in 6.1.

6.4 - The rented Vehicle is equipped with a satellite anti-theft device that allows the geolocation of the Vehicle, as well as its circulation, in order to give access to the police authorities to relevant data for the recovery of the Vehicle in case of theft, robbery or hijacking, and allows the collection of useful data for the reconstruction of any claims, namely the speed of the Vehicle, the road conditions and distances reported by the user and/or the insurance company, as well as to comply with legal obligations, regulations, European legislation, instructions and requests of the supervisory authorities and authorities.

## **7 - PAYMENTS**

7.1 The Renter is obliged to punctually pay the Rental Company all the amounts that are due under the terms of this contract, namely: a) The rental price of the Vehicle, calculated according to the duration of the rental and the rate/km provided for in the particular conditions; b) The additional rate provided for in the chart published by the Rental Company and available at the counters of the rental centers, in use on the date, for the return of the Vehicle at a location other than that stated in the special conditions; c) Any and all charges relating to deposit reduction, personal accident

coverage, collision and rollover coverage, theft coverage and any other applicable charges in accordance with the rate or rates contained in the particular or special conditions of this contract; d) All taxes and fees imposed on the rental of the Vehicle, or the amount specified by the Rental Company for reimbursement of such taxes and fees; e) All costs sustained by the Rental Company, but which are the Renter's responsibility, in accordance with the clauses of this Contract, in particular and without excluding others, the payment of tolls, parking fees or fines;

7.2 - The Renter, to ensure compliance with the obligations resulting from the Contract, will provide a credit card deposit for the amount referred to in the particular conditions, expressly authorizing the Rental Company to charge the credit card with the amounts due. Payment can be made by any other means deemed adequate without prejudice to the Renter's obligation to indicate a credit card to debit other amounts that may be due in enforcing the contract.

7.3 - The Renter's payment obligations, namely those listed in paragraphs 7.1, are charged by the Rental Company to the Renter's bank account identified in the particular conditions, using the credit card provided by the Renter at the time of signing the Contract, charge that the Renter authorizes the Rental Company to make, without prejudice to the Renter's right to make payment by any other means.

7.4- The Renter who signs the Agreement on behalf of a legal entity is jointly liable with such legal entity for compliance with all obligations under this Agreement.

7.5 - The invoices and debit notes issued by the Rental Company must be paid upon receipt by the Renter, or as provided for in the particular conditions or in a subsequent written agreement signed by both Parties. Failure to pay the aforementioned invoices and debit notes when due shall incur the Renter, without further notice, in the payment of default interest at a legal rate in use, plus 6%, from the due date until effective payment.

## **8 - REPLACEMENT VEHICLE**

The Rental Company is free to refuse to provide the Renter with a replacement vehicle in case of accident, breakdown, theft, damage or for any other reason, without having to justify the reason for its refusal.

## **9 - LOSS OF OBJECTS**

The Rental Company is free to refuse to provide the Renter with a replacement vehicle in case of accident, breakdown, theft, damage or for any other reason, without having to justify the reason for its refusal.

## **10 - INFORMATION AND CLARIFICATIONS**

10.1 - The Renter declares, by signing this Agreement, that all clauses have been timely and expressly communicated and explained by the Rental Company and that he is aware of them.

10.2 - The Parties irrevocably and expressly agree that the contract will be signed electronically, using a digitalized handwritten signature or any other suitable process, which has, for all purposes, the value of a private document written and hand signed by both parties.

10.3 - Once the electronic signatures have been submitted to the contract, a copy of the contract is immediately sent to the parties' e-mail addresses identified in the particular conditions, which constitutes sufficient proof for the authorities whenever required.

10.4 - The parties also accept that the electronic signature ensures the same functional purposes as a handwritten signature, namely: (i) it unequivocally identifies the subscriber, (ii) its submission to the document depends only on the will of the subscriber, and (iii) it preserves the integrity of the document.

10.5 - In case it is technically or humanly impossible to use an electronic signature, the contract will be signed by the parties by hand on paper.

## **11 - RENTER'S PERSONAL DATA**

11.1 - The Renter provided the Rental Company at the beginning of this Contract with his personal data and that of the driver(s) of the Vehicle, for the purposes of their identification, expressly authorizing the Rental Company to carry out the computer processing of the data.

11.2 - Under Regulation (EU) 2016/679 of the European Parliament and of the European Council of 27 April 2016 (RGPD), the Rental Company, Drivalia Portugal S.A., with headoffice at Rua José Fonseca Carvalho 9, 2685-869 Prior Velho, Portugal, is responsible for the treatment of the Renter's personal data provided under this Contract (identification data, contact data, for payment purposes and geolocation of the Vehicle), for the following purposes, authorized by the Renter: a) execution of the Contract, management of the contractual relationship, for the purposes of administrative management, invoicing, collections and payments, including recovery of disputed claims, response to requests for contact and clarification and management of complaints; b) fulfillment of legal obligations, namely the Rules of Access and Exercise of the Activity of Passenger Cars Rental without driver and the Legal Regime for the Exercise of the Industry of the Rental of Motor Vehicles without Driver, as well as for the management of automobile civil liability insurance; c) geolocation data of the Vehicle, in case of misuse of the same, theft or robbery and use beyond the authorized geographical limits; collection of useful data for the reconstruction of any claims, including the speed of the Vehicle, the road conditions and distances; conducting analysis surveys of the quality of service and its respective analysis, to improve the services provided to Renter; d) sending a newsletter with marketing and promotional communications, information on campaigns, news, greetings.

11.3 - Personal data may be transmitted to third parties for the purpose of ensuring compliance with any legal obligations to which the Rental Company is subject, pursuant to paragraph c) of number 1 of article 6 of the RGPD, namely to legal authorities, police, tax and customs authorities and regulatory bodies.

11.4 - At any time, the holder of the personal data has the right to access them, as well as, within the limits of the Contract and the RGPD, to change them, oppose their treatment, decide on the automated treatment of the same, withdraw consent, request the erasing of the data and exercise other rights provided for in the legislation (except for the data that are essential for the execution of the Contract, and as such are

mandatory, as well as for compliance with legal obligations to which the Rental Company is subjected), by writing to [gestao.dados@sadorent.pt](mailto:gestao.dados@sadorent.pt).

11.5 - The data subject has the right to be notified, under the terms of the RGPD, in the event of a breach of their personal data likely to involve a high risk to rights and freedoms, and may lodge complaints with the authority (ies).

11.6 - Personal data may be transmitted to third parties that provide services to the Rental Company, whenever such services imply the communication of data contained in the Contract.

## **12 - APPLICABLE LAW AND JURISDICTION**

12.1 - The Parties hereby elect the District Court of North Lisbon, to the exclusion of any other jurisdiction, to settle any disputes between them.

12.2 - In compliance with the provisions of Law 144/2015, of September 8, 2015, the Consumer is hereby informed of the existence of alternative dispute resolution (ADR) mechanisms, namely by resorting to the Centro de Arbitragem do Sector Automóvel (CASA) with website at [www.arbitragemauto.pt](http://www.arbitragemauto.pt) and headoffice at Av. da República, 44 - 3.º Esq., 1050-194 Lisbon, Portugal. This information does not bind the provider to adhere to alternative dispute resolution

## **13 – Via Verde / eToll Service**

13.1 - By subscribing this service and using an electronic device owned by Drivalia Portugal S.A., the amount of all fees due for transposition of any electronic toll barrier in road infrastructure, can be determined to be paid by the Lessee during the rental period. For payment, the Lessee must provide a valid credit card, ensuring sufficient funds in the corresponding bank account to cover the payments due assuming that the debits can occur after the end of the contract, since the transposition of any electronic toll barrier occurred during the rental period. The lessee is responsible for the conservation and proper functioning of the electronic toll device and cannot under any circumstance remove the device from the windshield. The loss, damage or disappearance of the device, involves the payment of €50. Failure to subscribe this service gives the lessee full responsibility for the payment of all fees and administrative costs of the tolls, regulated by the Law No. 25/2006 of 30th June. To subscribe the Electronic Toll Service is mandatory to activate the extra Serviço Via Verde / eToll Service

## **14. ACCEPTANCE OF CONTRACTUAL CONDITIONS AND CHARGE AUTHORIZATION**

By celebrating this contract the Renter agrees to rent the Vehicle in accordance with the general and particular terms and conditions.

I have read and agree to the General Conditions.