

**TERMS AND CONDITIONS**

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**GENERAL RENTAL CONDITIONS**

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## **Art. 1 - Object of the Contract**

With the contract the company Viaggiare S.r.l (hereinafter "Lessor"), with registered office in VIA XI FEBBRAIO, 4 - 38051 BORGO VALSUGANA (TN) Fiscal Code. and VAT no. 02348700226 delivers the vehicle described to the Renter (hereinafter "Customer") for the period of time and under the conditions specified in the rental letter. The contractual relationship between the Lessor and the Customer is governed by the following documents:

- a. The Contract (also called Rental Letter) signed at the time of collection of the vehicle which summarizes the conditions and data applicable to the rental, including the characteristics of the vehicle, its state of use at the time of delivery, the times and places of the start and end of the rental, including additional services, costs, operating insurance and optional conventional compensation limitations (called deductibles). The rental letter will be integrated with information relating to the state of the vehicle at the time of return (called the "Check-in" form), and will be valid as a return report.
- b. These general and specific rental conditions, including any annexes;
- c. The damage table and the official tariff, which can be consulted on the website [www.viaggiarerent.com](http://www.viaggiarerent.com).

The documentation referred to in points a) and b) will be sent in digital format (pdf) by email to the Customer upon signing the rental contract. It is understood that, if the Customer makes an express request to the operator at the rental desk, the aforementioned documents will also be made available in paper copy upon signing the rental contract. By signing the Rental Contract, the Customer accepts the terms and data contained therein, its attachments, what is indicated on the conditions of the vehicle, the check-out/check-in forms, as well as these General and Special Rental Conditions. By signing the Rental Contract, the Customer accepts the terms and data contained therein, its attachments, what is indicated on the conditions of the vehicle, the check-out/check-in forms, as well as these General and Special Rental Conditions.

## **Art. 2 - Driving requirements and rental accessibility**

When picking up the vehicle, the Customer and each authorized driver must show a valid national driving license or permit that authorizes them to drive the rented vehicle, a valid means of payment accepted by the Lessor, in addition to an identity card or passport. If the Customer has a driving license issued by the Greek State or by a non-EU foreign state, it is also necessary to show an international driving permit. In the case of a driving license with characters other than Latin characters and numbers other than Arabic numbers (for example Cyrillic, Hebrew, Chinese, etc.), in addition to the international driving permit, a certified translation of the driving license is required, under penalty of non-acceptance and the impossibility of the Lessor to deliver the vehicle. Both the Customer and each authorized driver, for all categories of vehicles, must be between 24 and 75 years of age and be in possession of a valid driving license from an EU/EFTA country that authorizes the type of vehicle rented, issued at least 12 months ago and expiring after the rental period. Drivers between 19 and 23 years of age and between 76 and up to 85 years of age are permitted access to the rental limited to vehicle categories A-B and C upon payment of the relevant "Young Driver" and "Senior Driver" supplement at the cost indicated in the "Special Rental Conditions" published on the Lessor's website.

The Lessor informs, and the Customer acknowledges, that in relation to certain categories of vehicles, specific limitations apply in relation to the age of the driver and/or the duration of possession of the driving license that cannot be waived through the application of the supplement. If the Customer is unable to present the required documents at the time of collection of the vehicle or is over 85 years of age, the Lessor may refuse to deliver the vehicle and/or to conclude the contract, or withdraw from the same if already signed, without this entailing any contractual breach by the Lessor or any obligation to pay compensation/indemnity for any reason whatsoever. In any case, the Lessor reserves the right to refuse to conclude the rental contract at its free and unquestionable discretion.

## **Art. 3 - Rental booking and payment conditions**

1. Booking allows you to reserve a vehicle and extra options for collection at a prearranged date, time and location and for the agreed rental period. The booking can be made in the Agency, online, on the Lessor's website or through third-party intermediaries (brokers). The rental rates in force at the time of booking will be guaranteed when the Customer signs the Rental Contract/Letter, with which the contractual relationship is finalized. Until that moment no information or content

assumes contractual significance or is offered to the public. All reservations are binding with regard only to the price categories and not to the types of vehicles; the preferences in the models are subject to the availability of the Lessor and are to be understood as not guaranteed at the time of booking. In the event of unavailability of the booked Vehicle, the Lessor reserves the right to replace it with one of a category corresponding to or higher than that chosen by the Customer when booking; in case of further unavailability the replacement will take place with a lower category vehicle but with consequent recalculation of the fare. In the event of absolute unavailability to assign a Vehicle, or in the event of the Customer's opposition to accepting a Vehicle other than the category booked, the Lessor's only burden will be to refund the amount paid up to that point by the Customer for the rental of the vehicle. The refund will be made at the Lessor's discretion by crediting the sum paid by the Customer to the card used for payment or by bank transfer. In order to validate the reservation, the following documents of the Customer and each authorized driver must be provided to the Lessor in original, excluding digital reproduction:

- a. identity document (identity card or passport);
- b. in the event that the Customer is the legal representative of the Company, a Chamber of Commerce certificate is required;
- c. driving license issued at least 1 (one) year ago in a category appropriate to the characteristics of the rented vehicle;
- d. nominal credit card with expiry date no less than 3 (three) months after the date of return of the vehicle.

The Lessor undertakes to honor the reservations accepted when the Customer shows up at the counter of the rental station indicated on the confirmed day and time, with a maximum tolerance of 1 hour. If the Customer shows up after the expected tolerance, the Lessor is exempted from delivery of the vehicle without this implying breach of contract of the same. The Customer may request a refund of the amount paid for the online booking made solely on the website [www.viaggiararent.com](http://www.viaggiararent.com), if the cancellation of the booking is made before 24 hours prior to the time set for collection of the vehicle; however, if the cancellation is made in a shorter period of time, the Customer will have the right to obtain a voucher that can be used on a subsequent booking, unless there is demonstration of just cause underlying the request and the impossibility of collection. The amount of the voucher will be equal to the prepaid amount minus a 30% penalty and will be usable by December 31st of the year of issue. In any case, the cancellation request must be formally made by e-mail to [reservation@viaggiararent.it](mailto:reservation@viaggiararent.it). No refunds will be provided for failure to collect if the Customer does not possess the requisites/documentation necessary to stipulate the Contract (valid driving licence, credit card in his name, etc.). In the case of bookings made through third-party sites or intermediaries (brokers), the refund, where applicable, must be requested from the third party through whom the booking was made, according to the terms and methods established by the latter.

2. The rental payment, if not prepaid, is made at the branch by credit card (VISA - MASTERCARD - AMERICAN EXPRESS), by debit card, prepaid and/or virtual (belonging to the VISA - MASTERCARD - MAESTRO - BANCOMAT circuit). At the time of booking or at the time of signing the Contract, the Customer is required to present a nominal credit card on which the Lessor will carry out the relevant pre-authorization as a security deposit according to the criteria established in Art. 9) and in the amount established in the Special Rental Conditions available on the Lessor's website. The credit card is mandatory as a guarantee for the rented vehicle and is necessary for the purposes of the security deposit, for the constitution of which ALL DEBIT and/or prepaid cards, and cards of the BANCOMAT, MAESTRO and all virtual cards are excluded). The Customer is required to obtain the authorization PIN in advance and to verify the availability on the credit card of the amount sufficient to cover the deposit required for the category of rented vehicle. The Lessor has the right to request an additional pre-authorization from the Customer in the presence of particular circumstances that arise, including: change of vehicle following an accident/damage to the first vehicle, theft of the vehicle. The Lessor undertakes to release the preauthorization amount unless an event has occurred that leads to a charge as established by the General and Specific Rental Conditions, at the end of the rental and under the conditions indicated in the following art. 9. The Lessor reserves the right not to deliver the vehicle if, at its sole discretion, it deems the guarantees given by the Customer to be insufficient. The Customer, previously informed also through the option to consult these Rental conditions published on the Lessor's website, acknowledges that in the event of failure to present the requested nominal credit card and if a Debit and/or

Prepaid card is accepted as a replacement (cards belonging to the VISA, MASTERCARD, nominal circuits, and all virtual cards are excluded), in order to proceed with the delivery of the vehicle the Lessor will require the mandatory activation of the conventional "Cover Comfort" limitation of liability, the relative cost of which (available on the website [www.viaggiararent.com](http://www.viaggiararent.com)) the Customer accepts and undertakes to pay in addition to the rental fee. If the Customer refuses the activation of the aforementioned Cover Comfort and/or the payment of the relative fee and is unable to provide a valid nominal credit card for the purposes of pre-authorization, the Lessor reserves the right not to stipulate the rental contract and not to deliver the vehicle.

#### **Art. 4 - TPL insurance and compensation limitations**

##### **1. Regarding TPL coverage**

The Lessor guarantees insurance coverage for Civil Liability towards third parties with reference to people, things and animals. The person transported on the Lessor's vehicle is treated as a third party. The Customer, like the authorized driver, is not guaranteed by any R.C.A. insurance coverage. In the event of damage that affects him directly or concerns objects or luggage transported. The insurance is not effective (i) if the driver is not authorized in accordance with the legal provisions in force; (ii) if the transport is not carried out in compliance with the provisions in force or with the indications of the registration certificate; (iii) in the case of a vehicle driven by a person in a state of intoxication and/or under the influence of narcotic substances, or to whom a sanction has been applied pursuant to articles. 186 and 187 of the Highway Code. R.C.A. insurance coverage it is included in the rental fee and satisfies all legal obligations regarding civil liability towards third parties, with a maximum limit of €25,000,000.00. If requested, the Customer can choose to purchase the Driver's Accident Coverage (PAI) service at an additional daily cost (see "description of extra costs" table in the Special rental conditions section), which protects the drivers of the rented vehicles if they suffer injuries physical injuries due to a road accident while driving the vehicle.

##### **2. Regarding the limitations of the Customer's liability**

The limitations of the Customer's liability are not insurance products but contractual agreements that the Lessor makes available to the Customer. The rental fee includes the CDW (Collision Damage Waiver) liability limitation agreement and the theft TP (Theft Protection) which in the event of damage or the occurrence of the event limits the Customer's liability towards the Lessor to maximum for the amount of the deductible indicated in the Rental Agreement, except as provided in the art. 12. Furthermore, with the inclusion in the rental fee of the "COVER BODY", "COVER GLASS&WHEELS", "COVER COMFORT", "SILVER" and "GOLD" supplements (see the Special rental conditions section in the "Security Deposits and Deductibles Reduction Table" at the bottom of these conditions general), the deductibles provided by the CDW and the TP may be further limited or completely excluded. It is specified that the limitation of liability for CDW damages covers only damage to the bodywork and not also damage to the following parts and components of the vehicle which therefore remain entirely the responsibility of the Customer: roof, lower part, wheels, windows, interior, gearbox, damage to the engine, in addition to damage due to vandalism in the event of failure to report the Customer to the authorities and atmospheric events in the event of fault and/or negligence in the custody of the vehicle. By signing the Rental Agreement, the Customer accepts, declaring for this purpose to have been informed by the Lessor, that the TPL coverage, within the limits permitted by applicable law, as well as all products for the compensation limitations will be considered null and void, and therefore will provide any protection against third parties (with reference to the R.C.A.) or reduction/elimination for damages or loss towards the Lessor (with reference to the CDW - TP - COVER BODY - COVER GLASS&WHEELS - COVER COMFORT - COVER SILVER - COVER GOLD and any other established conventional limitation) , if the damage or failure to return the vehicle are attributable to willful misconduct, gross negligence, negligence or violations of the Highway Code of the Customer or the authorized driver(s), or as established in these general rental conditions. If the R.C.A. coverage and the compensation limitations are null, as the event is attributable to the Customer based on the foregoing, without deductible constraints the Lessor is authorized to claim compensation against the Customer up to the total amount of the damage or economic loss suffered (in this case, the higher amount of the two will be charged). In case of purchase from third parties of excess insurance, or similar products to cover the excess provided for the compensation limitations of the Lessor, the Customer will still be held liable towards the Lessor for any amount due up to the excess indicated in the rental contract. rental and it will remain the Customer's

responsibility to request the relevant reimbursement from their insurer and/or third party.

#### **Art. 5 - Taking delivery of the vehicle**

1. The vehicle will be delivered to the Customer within the agreed time and place and must be returned clean and in good condition on the date and at the place specified in the rental agreement.
2. The rental begins on the day and time of delivery of the vehicle to the Customer.
3. The vehicle is delivered with the quantity of fuel indicated in the rental letter as well as equipped with the emergency stop triangle, a reflective jacket, the usual tools, the spare tire or repair kit, the RCA insurance coupon and all documents necessary for circulation, and must be returned with said accessories and tools. Upon delivery of the vehicle, the Customer is obliged to verify that everything previously indicated is present on board.
4. The Customer is obliged to keep under his own responsibility all the documentation, the vehicle keys, the license plate and the various devices, accessories and tools.
5. In the event of loss and/or damage, the Customer will be charged for the new value of the damaged and/or lost item, except in the case of loss or theft of the keys, for which the relevant amount indicated in the table "description Extra costs", in addition to the daily rental rate due for the days of non-use of the vehicle by the Lessor, without prejudice, however, to greater damage. The Lessor specifies that the rental centers are not equipped with second keys, therefore in the event of loss or theft of the keys, the Customer is exclusively obliged to call the agreed tow truck service and bear the related cost.
6. The vehicle must be returned with the same amount of fuel present at the start of the rental. In the event of failure to refuel by the Customer, the Lessor will charge the cost of the missing amount of fuel in addition to the penalty for "failure to top up" for the amount indicated in the Special Rental Conditions in the "penalty description" table (available on the Lessor's website). The Customer has the option of purchasing the "Full tank option" service at the counter, which eliminates the obligation to return the car with a full tank. The Customer, by taking delivery of the vehicle, as well as by signing the rental contract/letter, declares that he has verified that the same is in good condition of maintenance and suitable for the agreed use, in perfect mechanical efficiency and compliant with the description in the rental letter; he also undertakes to return it with all its equipment within the times indicated in the rental letter. The customer also declares that the vehicle has been inspected before delivery and has no scratches or damage to the bodywork or internal parts of the vehicle, with the exception of those reported in the check-out form attached to the rental contract.
7. The Customer, by taking delivery of the vehicle, as well as by signing the rental contract/letter, declares to have verified that it is in a good state of maintenance and suitable for the agreed use, in perfect mechanical efficiency and compliant with the description which appears in the rental letter; furthermore undertakes to return it with all its equipment within the times indicated in the rental letter. The customer also declares that the vehicle was inspected before delivery and has no scratches or damage to the bodywork and internal parts of the vehicle, with the exception of those possibly reported in the check-out form attached to the rental contract.
8. The vehicle must be used in accordance with its intended use, for the transport of people and/or goods up to the limit indicated in the registration certificate. In any case, the Customer undertakes not to use the vehicle, even through third parties, for the transport of people or things for a fee, except in the latter case for vans.
9. The Lessor's liability is excluded, except for fraud or gross negligence, in the following cases:
  - a. for losses and damages resulting from faults;
  - b. failure or delayed delivery of a vehicle of a category different from that requested;
  - c. damages of any nature suffered directly or indirectly by the Customer, the authorised driver or third parties transported, following road accidents caused by malfunctions and/or manufacturing defects of the vehicle;
  - d. for any direct or indirect damage to the Customer for goods transported or forgotten on the vehicle upon return;
  - e. damage resulting from interventions carried out by unauthorized third parties.
10. The Lessor does not insure the goods or goods transported on board the vehicle and assumes no responsibility in this regard. 11- The Customer must indemnify the Lessor

from any claim made by third parties for damage suffered to the goods transported on the rented vehicle.

**Art. 6 - Customer obligations relating to the circulation and use of the vehicle**

1. The Customer and each authorized driver undertake to look after and use the Vehicle with the utmost care and diligence. Save the proof referred to in the art. 1588 of the civil code, the violation of the rules of the Highway Code and/or behavior different from or contrary to the diligence of the good father of the family will result in the Customer being charged for any damage caused to the rented vehicle.
2. The Customer also undertakes, under his full responsibility, including for compensation and also for the event attributable to another driver, to:
  - a. not to drive or use the vehicle, unless authorized in writing by the Lessor, outside the territory of the Italian State and the major islands (Sicily and Sardinia). The Customer has the right to purchase the optional services called "Cross Island", which allows the exit from the major islands and the circulation of the vehicle within the Italian territory, and "Cross Border", which allows the exit of the vehicle from the Italian State, as better described and at the cost indicated in the "Special rental conditions" available on the Lessor's website;
  - b. not have the vehicle driven or used by a person not indicated at the time of rental as the driver based on what is stated on the rental letter/contract, or by a person who has provided false information regarding his/her age, name or address;
  - c. not use the vehicle in such a way as to render the insurance coverage null and/or ineffective, as well as not to overload the vehicle with things and people beyond the number, weight, quantity and/or volume indicated by law and/or in the booklet circulation;
  - d. not drive the vehicle under the influence of drugs, narcotics, alcohol or intoxicants or any substance capable of impairing the ability to understand and react, as well as not to drive or use the vehicle in conditions of psycho-physical tiredness, such to reduce or impair the ability to control the vehicle or carry out all necessary maneuvers in safe conditions, especially the timely stopping of the vehicle within the limits of the field of vision and in front of any foreseeable obstacle;
  - e. ensure that the correct type of fuel is inserted as indicated inside the fuel filler flap (unleaded petrol or diesel). In the event of the insertion of fuel that is not suitable for the vehicle's engine and/or impure, the Lessor will charge the Customer as a penalty for "incorrect refuelling" the amount of €600.00 (VAT included), in addition to the costs incurred for any recovery of the vehicle and without prejudice to compensation for any further damage exceeding the amount of the penalty. This amount is always due to the Lessor even in the event of the subscription, jointly or alternatively, of one of the conventional limitations of liability indicated in the following art. 11;
  - f. do not drive the vehicle if the tires do not have the prescribed pressure, constantly checking the conditions of maintenance and use of the same, also taking care of the ordinary maintenance of the vehicle during the rental by carrying out periodic checks of the engine coolants, the lubricating fluid for the engine, AdBlue additive, braking and lighting system;
  - g. use and look after the vehicle in such a way as to guarantee its safety and integrity, inserting every existing locking and alarm device and avoiding, if possible, leaving the vehicle in unattended places, windows open and devices and/or objects of value visible in the passenger compartment;
  - h. not to sublet or rent or pledge or sell the vehicle, not to transport paid and/or rented passengers and not to assign this contract in whole or in part and/or the rights and obligations arising from it without written consent of the Lessor;
  - i. do not use the vehicle to push or tow another vehicle or trailer;
  - j. do not drive or use the vehicle without due attention on roads in inadequate conditions, off-road, in prohibited areas, dirt roads or whose size or surface could pose a risk of damage, or in any case unsuitable for its technical characteristics, unless on board ships, boats, trains or trailers, unless otherwise specifically agreed in writing with the Lessor. Where the Lessor authorizes such uses, the Customer acknowledges that the operation of the insurance may vary or cease;
  - k. not drive or use the vehicle in races, competitions or speed or dexterity tests, give driving lessons or assist driving;
  - l. not to use the vehicle for lessons and/or driving support;

- m. not to transport people, animals, substances and things which, also due to their condition and smell, could damage the vehicle and/or jeopardize or delay its subsequent rental, as well as to ensure that all luggage and goods transported are well placed and closed in order to avoid damage to the vehicle, as well as to people;
  - n. not carry out any repair work on the rented Vehicle without the written consent of the Lessor and/or without complying with his instructions;
  - o. immediately inform the Lessor of any breakdowns/anomalies of the vehicle and of the turning on of warning lights, stopping circulation of the same and referring to the Lessor's instructions regarding the possible replacement or return of the vehicle.
3. The Customer is entirely responsible for any prejudice and/or damage suffered by the Lessor resulting from any violation of the aforementioned obligations and, in general, for his negligence in the use of the vehicle. Failure to comply with the aforementioned obligations also constitutes a serious breach and, therefore, the Lessor may declare the contract terminated pursuant to art. 1456 c.c. and request the return of the vehicle to the Customer. The exercise of the right of termination by the Lessor does not free the Customer from the obligation to pay the agreed fees until the end of the rental. Therefore, the fees already paid in advance will not be reimbursed by the Lessor, while those still to be collected will be charged to the Customer, in addition to all further costs and charges deriving from the rental, except for major damages. Furthermore, the Customer acknowledges, having been duly informed by the Lessor in this regard, that failure to comply with the obligations set out above may result in the termination of the RCA insurance and/or the conventional limitations/exclusions of the Customer's liability.

#### **Art. 7 - Further Customer Obligations**

The Customer and each authorized driver undertakes to:

- 1. provide correct information regarding your personal details, your residential address and whether you meet the legal requirements for driving license, as well as communicating your telephone number and email address in order to guarantee the Lessor your availability for the purposes and for the purposes set out in the Contract and these General Rental Conditions;
- 2. return the vehicle to the place, date and time indicated in the rental contract equipped with all the accessories present at the time of delivery and in the same condition in which it was received;
- 3. arrange for the payment of any fine imposed on the vehicle during the rental period, tolls, the cost of parking and, in general, the sums deriving from driving the vehicle, including by third parties, during the rental period and to reimburse the Lessor of any expenses incurred and/or third party charges, in addition to the "Administrative costs of fines" penalty reported in the "penalty description" section. This penalty is aimed at promoting compliance with road traffic rules and the protection of the rented vehicle and does not replace the administrative fine, the cost of toll and/or parking requested from the Customer by the tax authorities. In order to exclude any liability, the Lessor is authorized to provide the competent authorities with the registers and documents certifying the identity of the user of the vehicle at the time of the dispute. In the event that the Customer pays the fine directly, he must provide the Lessor with proof of the payment made upon returning the vehicle;
- 4. sign, after checking the vehicle at the time of return, the check-in form indicating the status of the vehicle at that moment; failure to sign the "check-in" form by the Customer entails the forfeiture of the latter's right to raise subsequent disputes with respect to the damages charged;
- 5. be jointly responsible for the driver's conduct as well as your own. All rights and obligations deriving from these general rental conditions, as well as the related rental contracts, apply in favor and at the expense of each driver who uses the vehicle pending the rental contract concluded between the Customer and the Lessor;
- 6. do not smoke and do not allow passengers to smoke inside the vehicle;
- 7. in the event of an accident suffered or caused by the rented vehicle, also understood as an event that suddenly strikes the vehicle from the outside with mechanical force, even if it does not suffer damage:
  - a. immediately inform the Lessor of the event, sending it to him in the following 24 hours, the CAI form filled out in detail in all its parts or, failing that, a detailed report of the facts by filling in the form provided by the Lessor and/or, alternatively, the police intervention report if they intervened;
  - b. not issue any declaration of responsibility;



- c. take note of the details of all the parties involved in the accident and any witnesses, including the details of the insurance companies of the vehicles involved (company - policy number - agency);
  - d. follow the instructions that the Lessor provides regarding the storage and/or repair of the vehicle. In the event of failure to fulfill even just one of the aforementioned obligations, the Customer is responsible for all damage suffered by the vehicle, even in the event of a potentially active accident. It is also specified that the CAI form does not exclude the Customer's liability until the insurance company concerned has declared it "active" for the Lessor.
8. In the event of total or partial theft or damage from attempted theft or vandalism, immediately contact the Branch where the vehicle was delivered, which will send a copy of the vehicle registration document with which the Customer must promptly go to the competent Authorities to file a formal report. The Customer must follow the Branch's instructions, making sure in particular to correctly indicate the owner of the vehicle (reported on the first page of the registration document at point B in the top left quadrant) and subsequently deliver the original of the report to the Lessor together with the vehicle keys;
  9. pay the security deposit required by the contract;
  10. pay the rental fee, as well as the fee for any costs, charges, options, extras or supplements deriving from signing the contract.
  11. In case of need, after having notified the Lessor of the event that has occurred and unless otherwise indicated by the latter, the Customer is obliged to contact only the roadside assistance service indicated on the first page of the contract via the telephone number indicated therein.

#### **Art. 8 - Return of the vehicle**

1. The Customer undertakes to return the vehicle, together with its accessories and documents, free from things or goods, in compliance with the times and places indicated in the rental contract/letter, in the same conditions in which it was delivered, clean included, except for wear and tear proportionate to the duration of the rental and the mileage travelled. Upon return, the Customer has the burden of verifying, jointly with the Lessor according to the procedures indicated below, the condition of the Vehicle, ascertaining and signing any discrepancies with respect to what is indicated in the report at the time of delivery. In the event of a joint verification failure, the Customer expressly authorizes the Lessor from now on to charge the cost of any damage found on the Vehicle even after its return, together with the cost of managing any administrative procedures connected to the damage found, as provided for by the "Delayed charge Agreement" signed and delivered to the Lessor.
  - a. Introduction to the vehicle return procedure

All easily detectable damages will be managed and quantified by applying the "Damage Table", which constitutes an integral part of these general contract conditions, developed and periodically updated in order to allow the management of damages in a practical and rapid way, through the prior indication of the average cost of repairing the most common minor damages based on the amounts requested by body shops and workshops for parts and labor. The amounts in the table do not include the administrative management cost which, in the event of damage resulting from a RCA accident, is always due to the Lessor. It is understood that, if the Customer makes an express request to the operator at the rental desk, the damage table can also be delivered in paper copy upon signing the rental contract.
  - b. Checking the car

During Check-out (exit of the vehicle for rental), all damage already present on the vehicle will be listed in the specific Check-Out Form. The Customer is obliged to carefully check the information reported in the aforementioned form, verifying that there are no errors and reporting any discrepancies detected by the operators before leaving the branch with the vehicle. In the absence of reporting by the Customer of errors in the detection upon delivery of the vehicle, all damage detected upon return of the vehicle and not reported in the Check-out form are considered to have been caused during the rental period. Upon return (Check-in), a new check will be carried out on the vehicle and the Customer will be given the Check-in form for subscription, which will indicate any new damage, excluding those from normal wear and tear. Normal wear and tear means normal wear and tear due to reasonable use of the vehicle, e.g. minimal scratches and chips or micro-dents under 1 centimeter, excluding damage that may be found on the windows for which normal wear and tear does not apply. If the Customer decides not to attend

the check of the condition of the vehicle, the control operations and detection of any discrepancies will still be carried out in his absence and any damage found will be charged.

c. Hidden damage

During check-in, some damages may not be immediately apparent, for example those caused to inaccessible components of the vehicle (engine, tank, clutch, etc.) or hidden due to poor lighting/unfavorable weather conditions and/or dirt / dust present on the bodywork. If damage of this type is detected, the Lessor will inform the Customer, providing documentation proving what has been found within 30 days of communication before charging the related costs. In such cases the Lessor will release the security deposit only at the end of the checks which must in any case be completed within 30 days from the date of return of the vehicle.

d. Technical stop

Upon the occurrence of any harmful event, including claims without counterparty or unreported, the Customer will be charged a fee for technical downtime of the vehicle in the amount of €70.00 VAT included. This amount is fixed, per rental, regardless of the duration of the detention and the category of the rented vehicle.

e. Damage detection and charging

The detection phase is characterized by the following 3 most common scenarios:

- i. Simple damage, agreed during the return phase. For simple damages agreed and accepted by the Customer during check-in, an amount equal to that indicated in the Damage Table attached to the rental contract/letter will be charged and will be included in the final invoice.
- ii. Simple damage, not agreed because the Customer was not present. If during the check-in phase the Customer is unable to attend the checks (due to rush or late return) and the damage detected is simple, the Lessor will charge the relevant amount using the Damage Table attached to the contract. In such cases the Customer will be appropriately informed by email or traditional mail. The notification in question will be sent within 30 working days of returning the vehicle with the documentation proving the damage attached.
- iii. Significant damage, if the damage is significant and/or hidden or not quantifiable based on the damage table, the Lessor will charge the estimated repair amount, following communication sent to the customer 5 working days before the charge. If within 5 working days of receiving the notice of charge, the customer communicates via email to [sinistri@viaggiare srl.it](mailto:sinistri@viaggiare srl.it) to avail himself of the right to request, at his own expense, the assessment of the damage by a certified third-party expert company, the Lessor will proceed with the charge after the outcome of the aforementioned assessment.

f. Complaints

The Customer has the right to complain within 5 days from the end of the rental date for any poor service received. Any disputes relating to charges, made in any capacity to the Lessor, may be advanced by the Customer only after payment of the same and in any case no later than 5 days from receipt of the relevant communication.

g. Return using the KEY BOX

The Vehicle must be returned during the opening hours of the Agency where it was collected. The Customer acknowledges that the rental ends on the date and time of actual return of the vehicle to the Lessor's staff. In the event that the vehicle is returned outside the opening hours of the Agency, the rental will not be considered concluded with the insertion of the keys in the "KEY BOX", but ends on the date and time of the next reopening of the Agency, i.e. until the Lessor regains possession of the vehicle. Until the Agency reopens, the Customer is responsible for any damage found and not reported to the vehicle, and is also responsible for the theft in any capacity by third parties of the vehicle or parts of it, as well as the keys placed in key box. By using the Key Box, the customer must communicate via email to [keybox@viaggiare srl.it](mailto:keybox@viaggiare srl.it) the place and time of return, the mileage travelled, the fuel level and any damage caused during the rental period, attaching photo/video of the state of the vehicle when the keys were returned.

2. In the event of failure to return the Vehicle within the timeframe indicated in the rental agreement/letter (or after the 29 minutes of maximum tolerance of the Lessor have elapsed beyond the return time indicated in the contract), the Customer undertakes to pay the penalty provided for "Delayed Check-in", without prejudice in any case to

greater damages and unless the Lessor has given written authorization to continue the rental. In the event of authorization to extend the rental, upon expiry the penalty indicated above will be applied in the event of failure to return within the agreed timeframe. It is possible to choose, as an additional extra at the time of booking, the possibility of returning the vehicle in a different place from the place of delivery. This extra will be indicated in the rental agreement, together with the fee due for the "One Way" service (see the "description of Extra costs" table published on the Lessor's website). In the event of failure to return the vehicle to the location indicated in the Rental Agreement, but in any case to a branch of the Lessor, if this option has not been chosen and indicated in the contract, the Lessor reserves the right to charge as a penalty the amount indicated under the heading "One Way", in addition to any damage arising as a result of the vehicle not being available at the branch of expected return.

3. In the event that the rental is extended to an effective duration exceeding 30 days, during which the Customer has continuous and exclusive availability of the vehicle, the Customer himself is required to update the national register of vehicles of referred to in the articles 94, paragraph 4 bis, of the Highway Code and 237 bis of Presidential Decree no. 495/1992, bearing any costs and charges. The Customer must provide the Lessor with a copy of the documentation proving the fulfillment of the aforementioned obligation. In case of failure to comply with the provisions mentioned above, the Customer indemnifies the Lessor from any prejudicial consequences, undertaking to reimburse the Lessor for any expenses and/or costs deriving from his/her non-compliance.
4. In the event of a breakdown or simple request by the Lessor, the vehicle must be returned by the Customer to any branch of the Lessor, which will replace it subject to availability. In the event that the Customer arranges for the repair, upon proof of payment made, the Lessor will reimburse the amount paid in advance by the Customer for repairs due to breakdowns of the vehicle, provided that they occurred in Italy and are shown on an invoice duly addressed to the Lessor and in any case previously authorised in writing by the Lessor.
5. With the early return of the vehicle, for any reason due, the fees already paid in advance will not be refunded by the Lessor, while those still to be collected will be charged to the Customer.
6. In the event of failure to return the vehicle on the date and time indicated in the rental contract/letter, after 24 hours in the absence of supporting communications from the Customer, in the absence of his/her unavailability and/or in any case in the absence of a response to the requests sent by the Lessor, the rental contract will be considered terminated by operation of law and, after reporting the facts to the competent authorities, the Lessor will suspend the operation of the RCA insurance of the vehicle with all consequent liability being borne exclusively by the Customer.

#### **Art. 9 - Security Deposit**

For the rental of each vehicle, regardless of duration and mileage, upon signing the contract the Customer is obliged to pay a security deposit established based on the type of vehicle and quantified according to what is reported in the Special rental conditions section at "Table of deductibles and deposits".

The deposit represents a sum of money that is blocked as a precaution as a guarantee and for the purpose of verifying the validity of the credit card presented by the Customer. The deposit amount will be returned by the Lessor if, upon termination of the contractual relationship, the vehicle is returned intact and complete with all parts and accessories, as well as following verification of the correct fulfillment of the contractual obligations undertaken by the Customer.

In this regard, the Lessor specifies that the release of the security deposit generally occurs in the hours immediately following the closing of the rental contract, however it could happen that the released amount is not immediately available on the Customer's account statement. The Lessor in fact releases the funds but has no control over the actual crediting times, which are instead determined by the companies that manage the Customer's credit cards and by the interbank circuits, for which no responsibility can be attributed to the Lessor for any delay in the actual crediting of said amounts from the date of release.

#### **Art. 10 - Fees due to the Lessor**

Upon delivery of the vehicle, the Customer undertakes to pay the Lessor:

- a. the rate set out in the rental contract and the fee for the additional services requested by the Customer upon signing the rental contract, if not prepaid as indicated in the contract itself;
  - b. the extra rental days whose rent will be charged not based on the offer at the time of booking but according to the current daily rate;
  - c. the deductibles and penalties in the event of damage and theft, or partial damage from attempted theft, where applicable and operating in accordance with the provisions of the art. 10;
  - d. any other sum due on the basis of what is provided in the contractual documentation in accordance with the "description of extra costs" and "description of penalties" tables reported in the Special rental conditions section;
  - e. the amount corresponding to all fines, motorway tolls and unpaid parking during the rental period;
  - f. the cost relating to the technical downtime of the vehicle;
  - g. if the administrative detention and/or seizure of the vehicle is ordered, as compensation for the non-use of the vehicle by the Lessor for the entire period between the date of the administrative detention and/or seizure and the cessation of the effects of the measure applied, the Customer will be charged the rental price calculated based on the official rate published on the website [www.viaggiararent.com](http://www.viaggiararent.com).
- The Customer must also indemnify the Lessor from any expense inherent to the administrative procedure in question.

**Art. 11 - Responsibility of the Customer in the event of accident, theft and damage and options for reducing liability towards the Lessor**

1. The Customer is responsible and undertakes to compensate the Lessor for any damage, fire, total or partial theft or damage from attempted theft, occurring to the vehicle. In the event of damage to the vehicle, also due to an accident suffered or caused or in the absence of third parties, the Customer participates in the economic damage suffered by the Lessor for the maximum amount indicated on the rental contract as "Damage Excess", except as provided for by the following art. 12, in addition to the expenses, always due to the Lessor in the event of an accident, for the administrative management of the damage procedure. In the event of total or partial theft or damage from attempted theft of the vehicle, the Customer participates in the economic damage suffered by the Lessor for the maximum amount indicated on the rental contract as "Theft Excess". The maximum amounts of deductibles due for damage and theft are indicated in the "Deductibles and deposits" table at the bottom of the specific "Special rental conditions" section. The deductible indicated in the rental letter remains entirely the responsibility of the Customer, except in the case in which he decides to further reduce or eliminate the participation for the economic damage suffered by the Lessor by paying a supplement to the rental fee (see "Table of reductions for Security Deposits and Deductibles" in the Special Rental Conditions) by purchasing one of the following conventional liability limitation packages which include:
  - COVER BODY: the customer eliminates participation in the damage suffered by the Lessor limited to the bodywork and roof; for the remaining parts of the vehicle it participates for the maximum amount indicated as "damage excess" in the particular rental conditions and does not include underbody, interior, mechanical/electrical parts, tow truck call, glass, rims, tyres, Pail, loss of license plate, incorrect refueling, keys; for the remaining parts of the vehicle it participates for the maximum amount indicated as "theft deductible" in the particular rental conditions and does not include license plate theft, key theft, partial and/or total theft of the vehicle (which remain excluded from the CDW damage limitation and therefore remain entirely the responsibility of the customer). For commercial vehicles in the GC0/GC1/GC2/GC3/GC4/O group it reduces the damage deductible to €1000.
  - GLASS&WHEELS COVER: the customer eliminates participation in the damage suffered by the Lessor limited to windows, tires and rims; for the remaining parts of the vehicle it participates for the maximum amount indicated as "damage excess" in the particular rental conditions and does not include damage to the bodywork and roof, underbody, interior, mechanical/electrical parts, call tow truck, Pail, loss of license plate, incorrect refueling, keys; for the remaining parts of the vehicle it participates for the maximum amount indicated as "theft deductible" in the particular rental conditions and does not include license plate theft, key theft, partial and/or total theft of the vehicle (which remain excluded from the CDW damage limitation and therefore remain entirely the responsibility of the customer).

- **COMFORT COVER:** the customer reduces the participation in the damage suffered by the Lessor, in an amount equal to 50% of the expected deductible, limited to the bodywork and roof, windows, tires, rims; for the remaining parts of the vehicle, it participates for the maximum amount indicated as "damage deductible" in the specific rental conditions and does not include underbody, interior, mechanical/electrical parts, roadside assistance call, Pai, loss of license plate, incorrect refueling, keys; for the remaining parts of the vehicle, it participates for the maximum amount indicated as "theft deductible" in the specific rental conditions and does not include theft of license plate, theft of keys, partial and/or total theft of the vehicle (which remain excluded from the CDW damage limitation and therefore remain entirely the responsibility of the customer). For commercial vehicles of the GC0/GC1/GC2/GC3/GC4/O group, it reduces the damage deductible as reported in the specific rental conditions.
- **SILVER COVER:** the customer eliminates the participation in the damage suffered by the Lessor limited to the bodywork and roof, windows, tires, rims; for the remaining parts of the vehicle, the customer participates for the maximum amount indicated as "damage deductible" in the specific rental conditions and does not include underbody, interior, mechanical/electrical parts, roadside assistance call, Pai, loss of license plate, incorrect refueling, keys; for the remaining parts of the vehicle, the customer participates for the maximum amount indicated as "theft deductible" in the specific rental conditions and does not include theft of license plate, theft of keys, partial and/or total theft of the vehicle (which remain excluded from the CDW damage limitation and therefore remain entirely the responsibility of the customer). For commercial vehicles of the GC0/GC1/GC2/GC3/GC4/O group, the damage deductible is reduced as reported in the specific rental conditions.
- **GOLD COVER:** the customer eliminates participation in the damage suffered by the Lessor limited to the bodywork and roof, windows, tyres, rims, underbody, interior, license plate; for the remaining parts of the vehicle it participates for the maximum amount indicated as "damage deductible" and "theft deductible" in the particular rental conditions and does not include, mechanical/electrical parts, roadside assistance call, Pai, incorrect refueling, keys (which remain excluded from the CDW damage limitation and therefore remain entirely the responsibility of the customer). For commercial vehicles in the GC0/GC1/GC2/GC3/GC4/O group it is not applicable.

The damages will be qualified and quantified, also according to the criteria indicated in the art. 8 e), through the application of the Damage Table which can be consulted on the website [www.viaggiararent.com](http://www.viaggiararent.com) and available upon request of the Customer in paper copy at each rental agency. Where qualification and quantification is not possible through the damage table, the Lessor will charge the repair amount estimated by one of the partner suppliers or based on the damage assessment carried out by a certified expert company, upon communication to the Customer. The Lessor reserves the right to establish the times and methods of repairing the vehicle, where the damage does not compromise its functionality. Furthermore, the Lessor will not be required to provide the Customer with any documentation relating to the execution of repairs of the damage caused by the latter.

2. Due to the increased insurance costs, in the event of causing a passive or joint claim, as well as in the event of incorrect or omitted compilation of the documentation necessary for managing the claim itself, a flat-rate penalty is due in the amount indicated in the "Penalty Descriptions" table of the Special Rental Conditions published on the Lessor's website. This penalty will also be applied in the event of purchase by the Customer of the services for limitation/exclusion of liability, as it is aimed at encouraging compliance with road traffic regulations and the protection of the rented vehicle, as well as encouraging the Customer to take action in order to obtain the evidence necessary for a correct identification of responsibilities.
3. If the Customer requests the replacement of the vehicle following an accident and/or theft and/or fire, the Lessor reserves the right to not grant the replacement and to terminate the contract, considering such events a just cause for termination of the relationship.

## **Art. 12 - Causes for exclusion of the Customer's liability reductions provided for in the art. 11**

In derogation of the provisions of the art. 11, the Customer is always responsible for the amount of the entire economic damage (damages to the vehicle for any reason caused, fire, total or partial theft) caused to the Lessor up to the entire value of the vehicle

plus damages, where at least one of the following circumstances which render the deductibles indicated in the contract null and void and, in general, any and all limitations of liability agreed in favor of the Customer (CWD - TP - COVER BODY - COVER GLASS&WHEELS - COVER COMFORT - SILVER - GOLD):

- a. use of the vehicle for purposes contrary to the law;
- b. violation of current regulations and/or the Highway Code;
- c. use of the vehicle in violation of the provisions of the art. 6 of these General Conditions;
- d. vehicle returned damaged following an accident, immediately procured or in the absence of third parties, in the absence of a report certifying the dynamics of the event and related documentation, or without transmission and/or incorrect and/or partial completion of the C.A.I. form, together to the request for intervention by the Authority;
- e. failure to promptly report to the competent authorities in the event of total or partial theft or vandalism;
- f. damage caused voluntarily by the Customer, or through carelessness to the vehicle, as well as those relating to the interior of the vehicle (including those to the dashboard, airbags, seat belts, touch screen displays, etc.), to the roof and to the vans, from the lack of evaluating the height of the vehicle and objects protruding or above the roof, the clutch kit, engine overspeed, the tires and/or rims including theft of the latter, the windows and glass, the underbody, the license plate, as well as for breakage of components due to unauthorized circulation on bad roads.

These circumstances are to be considered proven by a fine and/or declaration from the customer and/or C.A.I. form. and/or assessment by insurance companies. This is always without prejudice to the possibility for the Customer to demonstrate that the aforementioned circumstances depended on causes not attributable to him.

#### **Art. 13 - Stipulation of the contract in the name and/or on behalf of a third party and jointly liable**

1. Whoever signs the rental contract in the name and/or on behalf of a third party is jointly and severally liable with the third party for all obligations deriving from the rental contract and these general rental conditions. The Customer acknowledges that the rental ends on the date and time of actual return of the vehicle to the Lessor's staff.
2. The Customer and each authorized driver are jointly liable towards the Lessor for all obligations deriving from the rental contract and these general rental conditions.

#### **Art. 14 - Use of satellite devices**

The Customer agrees to the use of satellite devices (GPS and similar) capable of detecting the location of the Vehicle and the speed or driving behavior by tracking its position. Such data will not be used by the Lessor to track or monitor the Customer's movements, but will be collected in order to: (i) comply with legal requirements and locate the vehicle in the event of an accident or breakdown; (ii) locate the vehicle in the event of theft or attempted theft and verify that the vehicle has been rented/returned to the rental agency.

#### **Art. 15 - Termination clause**

1. The Lessor may terminate the rental agreement early pursuant to art. 1456 of the Civil Code, in the event of violation by the Customer of articles 6-7-9, as well as in the event of insolvency or initiation of insolvency proceedings and/or bankruptcy of the Customer, protests, enforcement or precautionary proceedings, reduction of the economic and/or financial reliability requirements. The contract will be terminated in particular, by right and without the need for any prior communication by the Lessor, in the event of failure to return the vehicle within 24 hours following the date and time established in the rental agreement/letter.
2. In all cases in which the termination of the contract is notified due to non-fulfilment by the Customer and the return of the vehicle is requested, the Customer is required to provide for the immediate return to the contractually agreed location and/or to a different location communicated by the Lessor, as well as to pay the agreed rate for the entire rental period, without prejudice to any further damages, as well as any other sum accrued by virtue of the rental (except for the applicability of the different penalties provided for in this contract).

#### **Art. 16 - Delayed Charge**

In compliance with the regulations on international financial circuits (companies and institutions issuing credit cards), and without prejudice to the provisions of the articles. 6,7,9,10 regarding the attribution of responsibilities, the Customer will be charged for all expenses not known at the time of delivery but detected after the return of the vehicle (so-called "Delayed Charge"). Acceptance of the Delayed Charge is expressly indicated in the rental contract and in particular in the "Delayed Charge Agreement" signed by the Customer to which express reference is made. The following types of fees fall within the scope of the "Delayed Charge": fines, parking, motorway tolls, refueling, damage caused to the car, towing of the vehicle; loss and/or damage and/or theft of all vehicle accessories, loss and/or damage and/or theft of the insurance card, keys and/or license plates, fees for additional services relating to fines, tolls, parking and any fine or charge imposed by authorities, bodies, dealers in relation to the circulation of the vehicle, administrative costs.

#### **Art. 17 - Processing of personal data**

Pursuant to art. 13 of EU Reg. n. 679/2016 (GDPR) the Lessor will proceed with the processing of the data provided by the Customer in compliance with the relevant legislation in force and as reported in the Privacy information available on the website [www.viaggiararent.com](http://www.viaggiararent.com) and available upon request of the Customer in paper copy at any Rental agency. By signing the rental contract, the Customer declares in particular to have been informed and accept:

- the purposes and methods of data processing;
- the nature of the data provided and obligations or powers to provide data and the consequences of a possible refusal to process such data;
- the scope of data communication;
- the rights of the interested party, the methods of exercising them and the contact details of the Data Controller.

#### **Art. 18 - Translation and prevailing version**

In case of doubts or differences in interpretation, the Italian version prevails over the English version, as the same expresses the exact will of the parties. The English text, which can be consulted and available upon request of the Customer, represents a mere literal translation.

If one of the provisions of the Contract is deemed invalid or ineffective, in whole or in part, the same will be disapplied and the Contract will remain valid and effective for the remaining provisions.

#### **Art. 19 - Applicable law and competent court**

The rental relationship referred to in this contract is governed by Italian law.

For any dispute between the parties relating to the rental contract, the Court of Vicenza has exclusive jurisdiction, without prejudice to the application of the Consumer Code in the case of a consumer customer.

#### **Art. 20 - Domicile and communications.**

The Customer, for all legal purposes, for the purposes of the execution of this rental relationship, declares to elect his domicile at the address communicated to the Lessor. Unless otherwise indicated, communications from the Lessor relating to the contract will take place at the e-mail or fax address indicated by the customer.