

# General terms and conditions of hire

## of Rentiago Rent a Car S.L.

**Last update: 12 August 2025**

Our goal at Rentiago is to provide you with a transparent and pleasant rental experience. We therefore recommend that you familiarise yourself with all the terms and conditions before signing the contract.

Please take the time to carefully read these **General Rental Terms and Conditions** as well as the **Privacy Policy** before renting. These documents contain important information for you and any additional drivers, including the documents required when collecting the vehicle, your rights and obligations and our obligations to you.

By signing the rental agreement (whether in physical or electronic form), you expressly agree to these General Rental Agreement Terms and Conditions. You also agree that any additional costs incurred - including for refuelling, parking tickets or similar expenses - may be claimed by us or automatically debited from your card or account.

### 1. Contract and contractual partner

- Rentiago is a trade mark of Rentiago Rent a Car S.L. (hereinafter referred to as "Rentiago" or the "Rental Firm"). Rentiago is a Spanish company with registered office at Calle Munich 29, 03503 Benidorm, registered in the Registro Mercantil de Alicante. The company's NIF number is B21731872.
- These General Terms and Conditions of Rental Agreement (hereinafter referred to as "**Terms**" or „**Terms and Conditions**") govern the contractual relationship between **Rentiago** (Rental Firm) and the person renting the vehicle (hereinafter referred to as "**Renter**"). By renting a vehicle, the renter confirms that he/she has read and accepted the following conditions. These Terms and Conditions apply to both short-term rentals and long-term rentals (so-called car subscription).
- These Terms and Conditions shall apply exclusively to all contractual relationships between Rentiago and the Renter – irrespective of whether the Renter is a consumer, entrepreneur, legal entity or person under public law.
- In relation to entrepreneurs, legal entities and persons under public law, their terms and conditions that conflict with or deviate from Rentiago's terms and conditions shall not become part of the contract unless Rentiago has expressly agreed to their validity in text form in advance. Our terms and conditions shall also apply to entrepreneurs if Rentiago refers without reservation to a letter that refers to the general terms and conditions of the entrepreneur or a third party, or if Rentiago accepts a service of the entrepreneur without reservation in the knowledge of his conflicting or deviating terms and conditions.
- In the case of bookings via third-party providers (e.g. comparison portals or travel agencies), these General Rental Contract Terms and Conditions of Rentiago Rent a Car S.L. shall apply exclusively, even if these are not displayed on the respective booking platform or are only displayed in extracts. Deviating terms and conditions of the intermediary shall not apply unless Rentiago has expressly agreed to them.

#### **Conclusion of the rental agreement, contractual components:**

- All vehicles and offers presented on the Rentiago website do not constitute binding offers on the part of Rentiago, but serve exclusively for the submission of a binding offer (booking enquiry) for the conclusion of a rental agreement by the Renter.

- The contract shall be concluded when (a) the renter sends a booking enquiry using the online booking form, e.g. on the Rentiago website, and Rentiago confirms the booking in text form (booking confirmation), or (b) the renter and Rentiago reach agreement by means of an offer and declaration of acceptance (order confirmation) in text form (e.g. by e-mail).
- Components of the rental agreement are the rental contract, which is signed at the latest on collection, these General Terms and Conditions of Hire, our privacy policy (<https://rentiago.com/privacy-policy/>) and the handover and return protocol.
- The rental item is the vehicle covered by the rental contract, including the extras and accessories listed in the rental contract.

### **To whom do these conditions apply?**

- These terms and conditions apply to you as the renter, who is responsible for the rental charges for the vehicle and all associated costs and any consequential costs that may arise. In addition, these conditions apply to you as the driver and to any other driver who is expressly registered in the rental agreement and is therefore authorised to drive the vehicle. The renter registered in the rental contract is liable for the payment of the rent and other costs owed under the contract.

### **No collateral agreements and severability clause:**

- Amendments and additions must be made in writing. Legally relevant declarations and notifications by the renter (e.g. cancellations, extensions, damage reports) must be made at least in text form (e.g. by e-mail). Verbal agreements shall not be valid unless they have been confirmed by Rentiago in writing or in text form.
- Should an existing or future provision included in the contract – for whatever legal reason – be or become legally invalid, the parties hereby agree that the validity of the remaining parts of the contract shall remain unaffected. This shall also apply in the event of a change in the law, a change in case law or a recognisable loophole in the contract. In this case, the parties agree that a provision shall apply which – as far as legally possible – comes closest to the economic purpose of the invalid provision, which the parties intended or would have intended according to the meaning and purpose of the contract if they had considered the point when concluding this contract or when including a provision.
- If Rentiago is unable to provide the contractually owed services in whole or in part due to force majeure (e.g. natural disasters, pandemics, strikes, official orders, political unrest), Rentiago shall be released from its obligation to perform for the duration and extent of the hindrance. Claims for damages by the hirer shall be excluded in this case. A refund may be made on a pro rata basis if no replacement vehicle can be provided.
- A written translation of these General Terms and Conditions of Lease may be attached for information purposes. The translation has no legal force; in the event of ambiguities, the Spanish version shall apply.
- The place of fulfilment and jurisdiction for all rights and obligations of the contracting parties arising from this contract and the other provisions and agreements referred to therein shall be Alicante, Spain, insofar as this does not conflict with mandatory statutory provisions.
- The regulations of the Kingdom of Spain apply.

## **2. Requirements for renting**

- A written booking confirmation from the Rental Firm is required for the collection of the vehicle and the conclusion of the rental contract, which the Renter must have with them in electronic

or paper form when collecting the vehicle.

- The renter must have legal capacity, be at least 18 years of age (a higher minimum age may apply for certain vehicles) and have held a valid driving licence for at least 12 months. If the duration of the driving licence is not stated on the document, the driver must provide proof of the minimum duration of the driving licence by submitting other evidence, e.g. previous driving licences.
- Rentiago charges a security fee of EUR 12.90 per day for renters and additional drivers who have not yet reached the age of 21. This fee must be paid on collection at the latest.
- Rentiago also charges a security fee of EUR 8.90 per day for renters and additional drivers who have reached the age of 69. This must also be paid on collection at the latest.
- The renter must also be listed as the first driver in the rental agreement.
- The renter must be present in person at the time of collection and sign the rental agreement in person.
- Driving licences from a non-European country must be supplemented by a notarised translation or an international driving licence. The translation must be in German, English or Spanish.
- Driving licences that are not issued in Latin script – for example in Arabic, Greek, Russian, Hebrew, Chinese, etc. – always require a notarised translation into German, English or Spanish.
- Unfortunately, digital driving licences cannot be accepted.
- Persons who require an international driving licence or a translation but are unable to present this at the time of rental will not be permitted to drive the vehicle.
- In order to rent a vehicle, the renter and all other drivers must present the following original documents by the time the vehicle is handed over at the latest:
  - Valid driving licence, issued to the renter/driver, valid for the respective vehicle and in all countries driven in;
  - Valid passport or identity card (for EU/EEA countries);
  - Proof of address of the renter, if no valid residential address is shown on the ID card or driving licence. The following can be accepted as proof of address: Credit card statements, gas and/or electricity bills, telephone bills, address cards (depending on the country, e.g. from Hungary);
  - Valid credit card (VISA or MasterCard) issued to the renter.
- If the Renter is unable to present these documents when the vehicle is handed over, Rentiago reserves the right to cancel the rental contract. Claims by the Renter for non-fulfilment shall be excluded in this case. Rentiago may demand compensation from the Renter for any costs incurred as a result, as well as for any damage caused by the cancellation, including loss of profit.
- All requirements and restrictions regarding the renter's driving licence apply equally to all other drivers.
- Rentiago reserves the right to refuse renters and/or drivers at the time of rental or pick-up if their behaviour appears inappropriate to Rentiago or if the person concerned is highly likely to be under the influence of drugs and/or alcohol.
- Rentiago may refuse the hire or restrict the number of drivers at its own discretion and without giving reasons.

- The Rental Firm may carry out further safety checks and/or obtain safety checks from other companies or authorities. If the Renter or driver does not pass this safety check, the person is excluded from driving and Rentiago may withdraw from the contract. The damage incurred by Rentiago as a result shall be reimbursed by the Renter. Claims by the Renter for non-fulfilment shall be excluded in this case.
- The Rental Firm shall be entitled to refuse to rent out the vehicle if the Renter has outstanding claims against Rentiago.
- If the information provided by the renter and/or driver subsequently proves to be incorrect, this shall constitute a breach of contract. Rentiago shall be entitled to assert claims for damages and either debit these from the Renter's payment card or otherwise charge them to the Renter.

### 3. Payment

- When booking via our website, you will be asked to pay the half or the full rental price. The payment methods available are: Prepayment, MasterCard, Visa, Apple Pay, Google Pay and PayPal.
- At the latest when you collect the vehicle, we may ask you pay the remaining rental price and to pre-authorise your credit card so that we can debit any damages, penalties and other costs that arise or become known during or after your journey. You hereby authorise us to debit the amounts due.
- If you have selected the payment method prepayment / bank transfer when booking, you must transfer the amount stated in the booking confirmation to the following bank account within 4 hours:

**Recipient: Rentiago Rent a Car S.L.**  
**IBAN: ES92 0081 1255 3400 0182 4889**  
**BIC/SWIFT: BSABESBBXXX**  
**Recipient address: Calle Munich 29, Benidorm, Spain**  
**Bank name: Banco de Sabadell, S.A.**  
**Bank address: Plaça de Sant Roc 20, 08201 Sabadell, Spain**  
**Payment reference: Booking number (*must be stated correctly!*)**

- Payments that cannot be allocated due to a missing or incorrect purpose are deemed not to have been received.
- If you have selected the "Card" payment method, payment must be made using a credit card issued to the Renter (e.g. MasterCard or Visa). Pre-authorisation must also be made using the same card. The card must be valid for at least 3 months after the vehicle is returned.
- In exceptional cases, a cash deposit or cash payment may be required. A service fee of EUR 12.00 will be charged for cash payments or cash deposits.
- Further payment regulations can be found in the following sections.

### 4. Rental price

- The rental price is made up of various factors: the selected vehicle, the rental period, the rental season, the place and time of collection, the place and time of return, the age of the drivers, the selected extras and the applicable Spanish VAT. The prices are displayed on our website at the time of booking. If you do not book via our website, you will be informed of the prices in writing or verbally during the booking process. You will also find the exact rental price

in the booking confirmation that we send you by e-mail.

- If you book extras at a later date or if we charge additional fees due to the age of the driver or other circumstances, you will be informed of this at the latest at the time of collection. For additional services or extras purchased after the booking, we will charge the applicable daily price at the time of collection.
- Any additional costs, consequential costs, claims for damages or penalties will be charged to you upon return, provided they are already known at that time. If we only become aware of such costs after the return, we will invoice you for them retrospectively. These extra costs are to be borne by the renter. You hereby authorise us to debit the extra costs incurred from your card or account.
- We charge a service fee of EUR 50.00 and default interest of 11.80 % p.a. for late payments or payments that cannot be successfully debited.

## 5. Cancellation or modification of the booking

- Cancellation means the premature termination of the rental contract or withdrawal from the contract after receipt of the booking confirmation at the request of the Renter, unless the Renter is entitled to extraordinary termination, to contest the contract or to withdraw from the contract in accordance with the statutory provisions.
- There is no statutory right of withdrawal for the reservation of rental vehicles.
- The Renter will not receive a refund for a cancellation of the rental agreement that was concluded without the flexible cancellation option. If the Renter did not make a direct payment at the time of booking and instead agreed a bank transfer, the tenant still owes Rentiago the agreed rent. In this case, payment is due immediately.
- In the case of the "car subscription" service, early cancellation will result in the contract being terminated at the earliest possible date. The monthly rents due up to that point must be paid immediately.
- In the event of cancellation of the rental contract as a whole, provided that the Renter has selected the flexible cancellation option when booking, he or she will receive a voucher in the amount of the rental already paid. The prerequisite is that the cancellation request is received by email to support@rentiago.com at least 48 hours before the agreed pick-up time of the vehicle. This voucher is non-transferable, cannot be paid out and expires on 31 December of the following year. The exact expiry date is stated in the email with the cancellation confirmation. A vehicle with a new rental contract must be collected by this date in order for the voucher to be redeemed.
- If the Renter cancels the rental contract in its entirety less than 48 hours before the agreed start of the rental period, the full rental price is due – regardless of whether the flexible cancellation option was selected or not. In this case, the Renter will not receive a voucher.
- The date of cancellation shall be determined by the date of receipt of the Renter's cancellation notice in text form by email to support@rentiago.com.
- If the rented vehicle is not collected at the agreed time without a valid cancellation having been made, the total rent already paid will be retained as a lump sum for damages.
- Booked extras are part of the rental contract and cannot be cancelled separately.
- No refund will be made if the vehicle is returned early. In the case of the car subscription, the regulations on early cancellation apply.

- In the event of changes to your booking or the subsequent booking of extras, the current daily prices at the time of collection apply.
- Rentiago may terminate the rental agreement without notice if insolvency proceedings are initiated against the Renter, if the Renter files for insolvency, if his/her/its property is seized or if he/she/it commits a breach of contract that causes Rentiago considerable loss or damage or is irreparable. In this case, Rentiago shall inform you in writing (e.g. by e-mail) of the termination of the contract. You are obliged to return the vehicle and any extras as soon as possible (within a maximum of 3 days). In this case, all amounts owed under the contract must continue to be paid, including the rental costs up to the day the vehicle is returned and inspected. You are obliged to do everything reasonably possible to minimise any losses for Rentiago.

## 6. Collection of the vehicle

- When collecting the vehicle, the Renter must be present in person and have all the documents listed ***under point 2 – Requirements for Renting***.
- The vehicle must be picked up at the agreed time and place. You will find the location and time in the booking confirmation email from Rentiago. If you subsequently agree on a different time or location with our customer service, these arrangements will apply. Subsequent changes will not reduce the rental price and will not change the originally agreed return time. Rentiago reserves the right to charge additional costs for subsequent changes in accordance with the current daily rates.
- Rentiago employees are usually on site approximately 15 minutes before the agreed time and will wait for a maximum of 30 minutes after the agreed time. If you do not pick up the vehicle on time, you must arrange a new pick-up date and location with customer service. Depending on availability, you may not be able to pick up the vehicle at all or may only be able to pick it up 1–2 days later. In this case, no refund will be given. We therefore recommend that you always pick up the vehicle on time. The only exception to this rule is in the case of flight delays, provided that we have been notified of your flight number in advance.
- Rentiago does not require a deposit from the Renter, but a deposit of EUR 75.00 is required for refuelling. A higher fuel deposit may be required for some vehicle classes. This amount will be refunded within 14 days once the renter has returned the vehicle with a full tank.
- Please use the following bank details to transfer the "tank deposit":

**Name of the recipient: Rentiago Rent a Car S.L.**  
**IBAN: ES92 0081 1255 3400 0182 4889**  
**BIC/SWIFT: BSABESBBXXX**  
**Recipient's address: Calle Munich 29, Benidorm, Spain**  
**Bank name: Banco de Sabadell, S.A.**  
**Bank address: Plaça de Sant Roc 20, 08201 Sabadell, Spain**  
**Payment reference: Booking number (must be stated correctly!)**

- If we do not receive the deposit at least 3 days before the start of the rental period or if it cannot be allocated due to a missing or incorrect payment reference, the payment shall be deemed not to have been made. In this case, the deposit must be paid on site – either in cash or by card, provided a card terminal is available at the pick-up location. We may charge a one-off service fee of EUR 15.00 for payments made on site.
- We are obliged to hand over the vehicle to you in a roadworthy condition. You are obliged to check the vehicle on collection and before each journey to ensure that it is roadworthy. If this is not the case, please contact us immediately.

- You will receive the vehicle with a full tank.
- In the very unlikely event that we are unable to provide your desired vehicle – for example, due to short-term damage – we will provide you with a replacement vehicle. We will endeavour to offer you a vehicle from the same or a higher price category. The daily prices of the vehicles apply. If no vehicle in the same or higher price category is available, we will provide you with a vehicle from a lower price category. In this case, we will refund you the difference between the higher rental price paid and the applicable daily price of the vehicle actually handed over after you have returned the vehicle. Please contact our customer service after returning the vehicle.
- In the extremely unlikely event that we are unable to provide a vehicle, we will refund the full rental price paid by you. We accept no liability for additional costs or other damages incurred by you as a direct or indirect consequence of our non-fulfilment.
- If we are unable to provide booked extras on collection, we will endeavour to offer you an equivalent replacement. In the extremely unlikely event that we are unable to do so, we will reimburse you for the cost of the extras concerned once the vehicle has been returned. Please contact us for this. We accept no liability for any additional costs or damages that you incur as a result of our failure to fulfil our obligations.
- The condition of the vehicle and the extras is documented in the Rental Contract. You are obliged to check this before collecting the vehicle. If you notice any additional damage, you must inform us of this immediately on site.

## 7. During the rental period

- Except in emergencies, the vehicle may only be driven by persons who are expressly registered as drivers in the Rentiago Rental Contract, who have presented a valid original driving licence on collection and who have been adequately identified by us on or before collection. The persons authorised to drive are listed by name in the rental agreement.
- It is the responsibility and liability of the Renter to ensure before each journey that the driver is in a fit state to drive, has a valid driving licence and is not subject to a driving ban.
- The Renter is obliged to inform all drivers of the contents of these Terms and Conditions.
- The Renter is also responsible for checking that the vehicle is in roadworthy condition before each journey. This includes, in particular, ensuring that no warning lights are active, that the tyre pressure is optimal and that the tyre tread depth at least meets the legal requirements in Spain.
- Persons who are not registered as drivers in the Rental Contract, who have not presented a valid driving licence and proof of identity or who have been rejected as drivers by Rentiago are not permitted to drive the vehicle.
- Persons who are not fit to drive – e.g. under the influence of drugs, alcohol or other impairing substances – or who do not have a valid driving licence are also not permitted to drive the vehicle.
- **Unauthorised drivers do not enjoy any insurance cover** or protection through additional benefits. In such cases, only the legally prescribed liability insurance cover applies, insofar as this is mandatory.
- If an unauthorised person drives the rental vehicle, Rentiago shall be entitled to terminate the contract without notice and to claim damages and processing costs from the Renter.

- **Smoking and the consumption of alcohol in the vehicle is prohibited.** A cleaning fee of **EUR 500.00** will be charged for smoking in the vehicle.
- **The vehicle may only be used within the Spanish mainland.** Transport of the vehicle by ship, plane or train is only permitted with the express written consent of Rentiago.

#### **Behavioural obligations of the Renter / Driver:**

- Find out about the local traffic regulations in advance.
- Use the correct fuel.
- Always lock the vehicle when you leave it.
- Observe all applicable laws and regulations.
- Only operate the vehicle and extras in accordance with the manufacturer's instructions.
- Please inform us at least 72 hours before collection if you wish to drive on roads where winter tyres are compulsory. Our vehicles may only be equipped with summer or all-weather tyres.
- Only drive on roads with appropriate equipment (e.g. snow chains, if necessary).
- Inform us immediately of any defects or faults in the vehicle or extras.
- Park the vehicle as sheltered as possible if there is a risk of flooding or fire.

#### **Kilometre limit / maintenance**

- Rentiago has no general kilometre limit for short-term rentals. However, if you plan to drive more than 8,000 km, or you only realise after collection that you will be driving more than 5,000 km during the rental period, please inform us in good time. In this case Rentiago can exchange the vehicle. If the vehicle is exchanged, the time and place will be determined by Rentiago. The regulations for returning the vehicle shall apply. A new vehicle will be handed over with a new hire contract.
- For car subscriptions, the contractually agreed mileage is the upper limit.

#### **The following actions are prohibited and constitute a violation of the Terms of Use:**

- Leaving the country in which the vehicle was rented or travelling to countries not expressly authorised without our prior consent.
- Driving on (temporarily) closed roads or road sections.
- Driving on toll roads without the appropriate vignette or authorisation.
- The use of the vehicle on roads not authorised for traffic or in areas such as ports, airports, military areas, private roads, etc.
- The transport or use of the vehicle outside mainland Spain.
- Transport of the vehicle by plane, train or ship.
- Refuelling with the wrong fuel or using an unsuitable charging cable for electric vehicles, provided that the corresponding accessories were supplied.

- Driving against the prescribed direction of travel, especially in one-way streets or on motorways.
- Driving behaviour characterised by carelessness, lack of caution or excessive speed.
- Using a mobile device while driving, for example to write messages, read e-mails or make phone calls without a hands-free device.
- The attachment of objects to the vehicle, e.g. stickers, advertising, signs, roof racks or bicycle holders.
- If the vehicle is overloaded beyond the permissible gross weight specified by the manufacturer.
- Use of the vehicle for removals.
- The transport of goods or objects in excess of the normal household quantity.
- Exceeding the maximum number of persons authorised for the vehicle.
- The sale, rental or other transfer of the vehicle or its parts to third parties and the granting of corresponding rights.
- Selling, renting or passing on additional services or accessories without our express authorisation.
- Towing other vehicles or trailers, unless the rental vehicle is equipped for this and the permissible load limits are observed.
- The granting of rights of use or ownership of the vehicle in favour of third parties.
- The unauthorised performance or initiation of repair, conversion or maintenance work without our prior written consent.
- The transfer of the vehicle to persons who are not expressly named as authorised drivers in the Rental Contract.
- Unauthorised parking or parking without a valid parking ticket.
- The transport or carriage of hazardous, illegal, flammable, corrosive, toxic, radioactive or other risky materials – with the exception of normal household quantities of everyday products such as deodorants or hairspray.
- Use of the vehicle in connection with criminal offences or for purposes prohibited by law in Spain.
- The use of the vehicle to commit customs or other offences, even if these are only punishable under the law of the place where the offence was committed.
- The subletting or other transfer of use to third parties without our express authorisation.
- The use of the vehicle for activities that require official authorisation.
- The transport of persons or goods for a fee, for example in the context of car sharing, rental journeys or delivery services.
- Driving off-road, on racetracks or for motorsport purposes (e.g. races, time trials, endurance tests, training, rallies or test drives).

- Driving the vehicle under the influence of alcohol, drugs or medication which impair driving ability or the use of which makes driving prohibited or not recommended.
- Any improper, careless or negligent use of the vehicle.
- Ignoring warning messages or service displays in the vehicle – unless it is not possible to stop immediately for reasons of road safety or we have expressly authorised you to continue driving in writing. In any case, please contact us immediately.
- The transport of animals without our prior written consent.
- Using the vehicle on gravel roads or roads that could damage the vehicle.
- The use of the vehicle to commit a criminal offence.
- Passing on the vehicle keys to persons not registered in the Rental Contract as a driver.
- Leaving or leaving the vehicle keys unattended.

This list is not exhaustive. Any illegal, dangerous or non-contractual behaviour is considered a breach of the rental conditions.

**In the event of misuse, the Renter is liable for damage, consequential damage, downtime and processing costs. These are not covered by the insurance product.**

In the event of significant breaches of contract, in particular unauthorised transfer of the vehicle to third parties, leaving the country without permission or improper use of the vehicle (e.g. for racing, driving training, commercial transport), Rentiago shall be entitled to claim a contractual penalty of up to EUR 1,500. Further claims for damages shall remain unaffected by this.

#### **Fines, fees and contact with authorities**

- In the event of unlawful behaviour, administrative offences or criminal offences, Rentiago cooperates with the competent authorities and forwards personal data, including copies of drivers' and renters' ID cards and driving licences as well as the rental contract, to the respective authority or private company that levied the fine or fee. This enables the authority or company to forward the fine or charge to you and to contact you.
- The Renter is liable for all traffic offences, misdemeanours and criminal offences committed in connection with the use of the vehicle, in particular for fines, tolls and towing costs, regardless of whether the Renter was the driver. If no actual driver is named within the legally stipulated period, the Renter shall be deemed to be the person responsible. Rentiago shall be entitled to charge a lump sum of EUR 50.00 per case for processing.
- If you wish to appeal against a fine or fine notice, you must contact the authority that issued the notice directly. Rentiago does not offer any support in this regard.
- If you commit a traffic offence and we incur damage or additional costs as a result, we can demand compensation for the damage from you. In such cases, we are authorised to debit the costs incurred and a processing fee from your payment card. If this is not (or no longer) technically possible, you are obliged to settle our invoice in this respect within 14 days.

#### **Behaviour in the event of accidents**

- Avoid admitting guilt to other parties involved.

- As far as possible, record the contact details of all persons involved, including any witnesses and passengers.
- Use the European accident report form and send it to us within five days.
- If the vehicle is no longer roadworthy, secure it and contact us for recovery. If necessary, we will provide you with a replacement vehicle.
- Inform the police and ask for a file number or a copy of the police report.
- If you are not at fault for the accident, please do not make any agreements with the person who caused the accident, but always call the police.
- In addition to the European accident report, please also submit our damage report form within five days. If the form is missing from the vehicle, please contact us to have it forwarded.
- Please ensure that all information is complete and correct. Incorrect or incomplete information may – to the extent permitted by law – result in the loss of your entitlement to a reduction in liability, deductible or insurance benefits.
- Repairs may only be carried out with our express authorisation. Without this authorisation, you will bear all costs yourself and may lose your insurance cover.
- You and the driver are obliged to actively support us in the settlement of all claims and insurance cases.
- Notify us immediately in the event of accidents or technical defects in order to avoid consequential damage or additional deductibles.

**Please note:** If you do not submit the claim report form or provide incomplete or incorrect information, a processing fee will be charged.

#### **Breakdown assistance / technical defects**

- Technical problems rarely occur. However, should a defect occur in Spain, we will provide you with breakdown assistance free of charge. Our partner will endeavour to rectify the problem directly on site. If this is not possible, we will organise the transport of the vehicle to the nearest rental station and endeavour to provide you with a replacement vehicle so that you can continue your journey.
- You must pay for any necessary materials (e.g. fuel) yourself.
- Please note that our breakdown service does not cover the cost of your own transport. You must organise your onward journey or return to one of our stations yourself. Unfortunately, the costs incurred for this cannot be reimbursed.

#### **Limitation of liability**

- Rentiago shall not be liable for loss of or damage to items in the hire vehicle.
- Rentiago accepts no liability for business interruption or consequential damage, regardless of the cause.

## 8. End of rental period, extension, return

- Unless otherwise agreed, you must return the rental vehicle and all rented extras to the return station specified in the rental agreement by the end date and time specified therein.
- Premature return is only possible after prior consultation with us. In this case, the Renter is still obliged to pay the full rent.
- The vehicle must be returned punctually at the agreed time. A maximum tolerance of 30 minutes is granted.
- Our employees are on site approximately 10 minutes before the agreed return time and remain there for a maximum of 30 minutes after the agreed return time.
- If the return is not made on time, it shall be deemed to have failed and a new date must be agreed. In this case, Rentiago shall charge: the rental fee of one full rental day for each commenced late calendar day (in accordance with the daily price), a late return surcharge and handling fees. In addition, Rentiago shall be entitled to claim damages, in particular if a subsequent customer is unable to take over the vehicle.
- The vehicle must be returned personally by the Renter to one of our employees. Returning the vehicle outside the agreed time or simply parking it is not permitted.
- If you do not return the vehicle or park the vehicle without handing it over to us properly, the following costs will be incurred:
  - the full cost of recovering the vehicle,
  - resulting loss of rent,
  - Costs for third parties in connection with the return transport,
  - Processing fee of at least EUR 300.00.

In addition, Rentiago reserves the right to file a police report.

### Extension of the rent

- If you would like to extend your hire, please contact us as early as possible, but no later than 24 hours before the end of the regular hire period. We will endeavour to find a suitable solution. In certain cases, you will need to take the vehicle to a handover location specified by us in order to either receive a replacement vehicle or to restart the rental contract.
- If no extension is possible (e.g. because all vehicles have already been reserved), your rental ends at the originally agreed time.
- If we agree to the extension and no change of vehicle is required, the new rental agreement must be signed digitally. This will be sent to you electronically by Rentiago. The extension will only take effect if:
  - the new rental agreement is signed before the end of the original rental period and
  - the rental fee for the extension is received in full by Rentiago before the original end of the rental period.
  - Payment is made using the credit card you provided when you collected the vehicle. The daily prices valid at the time of the extension apply.

### Refuelling regulations on return

- The vehicle must be returned with a full tank of petrol. Proof of refuelling must be provided by submitting a fuel receipt. The petrol station in question may be a maximum of 20 km from the return location.

- If:
  - the vehicle does not have a full tank of petrol,
  - the petrol station is more than 20 km away or
  - no petrol receipt is presented,

a flat-rate of the full refuelling fee will be charged.

- This amount was paid as a refuelling deposit at the start of the rental period. The deposit will be refunded as paid upon proper return with proof of payment. If the deposit is not paid in cash, the refund may take up to 14 days to process.

### **Vehicle inspection on return**

- Our employee will check the vehicle and the extras on return. You may be present during the inspection. You do not have to pay for damage that is covered by your booked service (e.g. insurance package).
- Damage that is not covered will either be invoiced directly on site or subsequently debited from your payment card on file.

### **Cleanliness of the vehicle**

- The vehicle must be returned in a clean condition. There are no additional costs for normal soiling caused by proper use.
- However, if the vehicle is returned heavily soiled (e.g. due to eating/drinking in the vehicle, driving on sandy roads, traces of alcohol consumption or animal transport), Rentiago will charge a cleaning fee of at least EUR 50.00 up to a maximum of EUR 350.00, depending on the degree of soiling.

### **Lost property**

- If personal items are found in the vehicle, we will endeavour to contact you. However, Rentiago accepts no liability for lost property.
- Lost property can be sent by parcel service by prior arrangement. The postage costs and a handling fee must be paid by you in advance.
- If no order or payment is made, or if a clear allocation is not possible, the items will be destroyed 90 days after the date of discovery.

## **9. Extras, insurance cover and excess**

- Rentiago offers various extras, which may vary depending on the vehicle booked, booking period and booking location.
- You have the option of adding any extras you wish during the vehicle booking process via our website. The costs incurred for each extra will be displayed.
- Alternatively, extras can also be booked at a later date – but only before collecting the vehicle. In this case, please contact us at least 24 hours before collecting the vehicle. We will inform you whether we can fulfil your request. Subsequently booked extras must be paid for on collection at the applicable daily rate.

- It is not possible to book extras after collecting the vehicle.
- All extras are part of the rental contract and are listed separately. Cancellation of individual extras is therefore not possible.
- Booked extras, vehicle keys and vehicle documents are not covered by the insurance policies you have taken out with us. Loss of or damage to these items must be fully compensated by you – with the exception of normal signs of use that are to be expected with proper use. Rentiago will decide at its own discretion whether an identified loss or damage is considered to be a sign of use or damage requiring compensation. Among other things, the service life, age of the extra and rental period will be taken into account.
- Previous damage to extras is documented in the hire contract. If you discover any undocumented damage on collection, you must report this to us immediately.
- With Rentiago, your hire vehicle is automatically insured against third-party liability and damage caused by unexpected events (e.g. theft, accident).
- As a rule, there is no excess, provided you report the damage, accident or theft to us immediately, but at the latest within 48 hours of the occurrence of the event or when you return the vehicle (whichever is earlier).
- If damage is not reported or is reported late, this may affect the claims settlement and the subsequent tenant. In this case, we will charge a service fee of at least EUR 250.00 and reserve the right to charge you additionally for our loss of profit.
- **Passenger accident insurance is not included in the insurance cover. We recommend that you take out this separately with your own insurance company.**
- In the following cases, you are fully or proportionately liable for damages or for the replacement of the vehicle (replacement value), a handling fee and loss of profit:
  - Damage caused by water or fire caused by you, your passengers or registered drivers,
  - Damage due to improper or careless use,
  - Damage caused by breaches of point 7 of these Terms and Conditions,
  - Theft due to gross negligence, e.g. if the vehicle was not locked, if the vehicle key was left in the vehicle or lost, or if it was stolen due to your negligence.

## 10. Use of your personal data

We collect and process your personal data for various reasons. The following information is intended for: (i) the main renter named in the rental agreement, (ii) any additional drivers and (iii) any person who makes payments as part of the rental.

We use your data – as well as that of additional drivers – for the following purposes in particular:

- Provision of our car hire services,
- Carrying out identity, security, driving licence and credit checks,
- Optimisation and management of our services,
- Sending information about similar products or services, where permitted by law. You can object to receiving such communications at any time - for example by contacting customer service or via the unsubscribe link in the email.

In order to prevent and detect criminal offences, the rental vehicle may be equipped with electronic systems that collect operational data and location information. This collection takes place during the rental period and – if legally permissible – beyond. No image or sound material will be recorded.

Detailed information on this can be found in our current data protection information on our website. By signing the rental agreement, you consent to the processing of your data to the extent permitted by law.

#### **Transfer of your data:**

Your personal data may be transferred to the following recipients in compliance with the applicable data protection regulations:

- Stripe and PayPal – exclusively in the context of booking processing,
- Authorities, law enforcement agencies or private bodies such as car park operators, if legally justified (e.g. in the case of traffic offences or outstanding charges),
- Third parties in Spain for identity, security or credit checks and fraud prevention,
- Inspection services for claims, theft and accident analyses for the enforcement of claims.

You have the right to object to the use of your data or to revoke your consent at any time. You can also request access to your stored data and request that it be corrected, deleted or blocked. For enquiries or further information, please contact the contact points specified in the rental agreement.

#### **Additional information on connected cars (networked vehicles)**

Please note that some of our vehicles are equipped with internet-enabled technology that collects vehicle and usage data - including personal data where applicable ("connected car"). This serves the purpose of vehicle safety in particular.

The data collected can include the following information: Driving behaviour, location, technical vehicle conditions, accident data and usage histories. Some of this data is collected directly by the vehicle manufacturer before it is transmitted to us.

#### **Important:**

In addition to our own data protection guidelines, the data protection provisions of the respective manufacturer also apply to connected vehicles. These can be found on the manufacturer's website or directly in the vehicle's infotainment system. Depending on the manufacturer, you may be able to deactivate certain data transmissions (e.g. location data) via corresponding settings or buttons such as "Privacy".

When returning the vehicle, please ensure that all personal data has been removed from the system. If this has not been done, subsequent users may gain access to your information.

Some functions of the connected vehicles are also active when switched off. If you have any questions about deactivating certain systems or the availability of a vehicle without a Connected Car function, please contact our station staff.

## **11. Complaints and making contact**

Our aim is to offer you a smooth and pleasant rental experience. However, should something not go to your satisfaction, please do not hesitate to contact us.

#### **How to contact us:**

E-mail: [support@rentiago.com](mailto:support@rentiago.com)

WhatsApp: +34 637 548 889

We endeavour to process requests during the rental period within 1 working day and complaints outside the rental period within 10 working days.

## **Thank you for choosing Rentiago. We wish you a pleasant journey!**