

## **Terms and Conditions**

By the using our service and signing the rental agreement of our vehicles, the customer hereby agrees to the Terms and Conditions below.

### **1 - Rental Agreement**

The present contract is celebrated between Seven's Aqua Ltd. , hereinafter referred to as the Rental Firm, and the client identified on the first clause of the general conditions, hereinafter referred to as Hirer, and it is ruled by all the present general and special conditions described in this contract, except if there's any derogation or written alteration.

### **2 - Reservations**

1. To carry out the reservation, the hirer will pay 50% of the global rental amount. This amount will be submitted to canceling taxes referred on number six of the present clause.

2. The confirmation of each reservation will be made after good collection regarding the agreed amounts.

3. To assure the vehicle's delivery on the rental period initial date, the hirer is bound to pay the remaining 50% of the global rental amount, until 15 days before the rental beginning. The lack of payment will be considered as reservation cancellation, submitted to the taxes referred on number 6 of the present clause.

4. If the hirer wishes to make any change to the previous reservation, he should contact the Rental Firm and will submit to the vehicle availability at the moment.

5. The Rental Firm must approve each and any change to the reservation. Any non- approved change results on the reservation cancelation, and submits to the taxes described on number 6, of the present clause.

6. If the Hirer cancels the reservation, the following cancelation taxes will be applicable, in favor of The Rental Company:

- Until 30 days before the rental beginning: no cost for the Hirer;

- Between 30 and 15 days before rental beginning: the total amount paid on reservation;

- Less than 15 days before rental beginning: rental's total amount;

### **3 - Hirer and additional drivers**

1. The Hirer and additional drivers should have a minimum of 21 years old, at the date of the rental's agreement signature, and be holder of valid class B driver's license (light vehicles). In case of UE non-residents, it's required the international driver's license.

2. In case of the number 1 terms unfulfillment, it will be applicable the canceling taxes described on number 6, from the reservation clause.

### **4 - Vehicle delivery and return**

1. All deliveries and returns outside the Rental Firm office or out of office working hours (Monday to Saturday from 10h00 till 12h 00 and from 14h00 till 16h00) will be taxed according to the Rental Firm price table.

2. The rented vehicle is delivered to the Hirer on the agreement's signature date.

3. The Hirer acknowledges that the vehicle in question is on good functioning conditions, clean, and fully prepared with all accessories and five proper tyres, with no detectable apparent defects;

4. The Hirer is bound to keep the vehicle in good maintenance and cleaning conditions, and is committed to return it to the Rental Firm along with all its documents and accessories, on the same delivery conditions and on the agreement's termination date. Any loss or damage in accessories, equipments or spare parts, will be fully charged to the Hirer according to the Rental Firm price table.

5. The Hirer is bound to return the vehicle on the agreement's term or at its date of resolution in Hirer's office, during Office working hours, unless the parties agree otherwise.
6. If the vehicle is returned in a different place from the one mentioned earlier, the Hirer is responsible for all the emergent damages caused to the Rental Firm.
7. The Hirer is liable for all losses or damages including vehicle theft or robbery, if it's not returned to a Rental Firm employee.
8. The delay of the vehicle's return obliges the payment to the Rental Firm, as penal clause, per day, full or fraction, and calculate amount based on the Rental Firm triple daily rate.
9. If the vehicle presents any defaults as consequence of non-regular and prudent utilisation, the Hirer should compensate the Rental Firm for the cost of its reparation.
10. The present agreement will be automatically resolved, without any need of judicial intervention, if the vehicle is used in any terms that constitute a violation of the present agreement.
11. In the above mentioned case, besides contract immediate resolution, the Rental Firm reserves the right to recover the vehicle, at any time, without previous notice, and The Hirer is held responsible for all the charges involved.
12. If, for any reason that is not the rental firm's responsibility, such as a delay by the previous renter, accident, theft, breakdown, or any other situation that compromise the delivery of the vehicle previously reserved, is not possible to proceed to the delivery on the stipulated date, the rental firm will return to the hirer the total amount already paid. In all these situations the hirer is not entitled to any compensation or refund, beyond the value previously paid for the rental.

## **5 - Use of vehicle**

The Hirer can not change in any way the vehicle, nor can install accessories and advertising or commercial mentions, without previous written authorisation of the Rental Firm, otherwise shall be considered as possessor "mala fide", according to article 1275.o of the Civil Code.

2. The Hirer agrees that will not allow the vehicle to be driven by unidentified persons in the terms of the present contract or in the attached document.
3. The Hirer agrees that the vehicle shall not be used on the following situations:
  - a) To carry goods or passengers as public transportation or other in exchange of any compensation or retribution;
  - b) To use the vehicle in sports competition or training, despite its official nature;
  - c) To carry property in violation of customs and tax rules or any illegal purpose;
  - d) To push or to propel another vehicle or trailer;
  - e) By any person under the influence of alcohol or drugs;
  - f) To carry passengers or property in violation of the vehicle characteristics referred in its respective document; 4
4. The Hirer cannot sublease, lend or give, fully or partially, by any means, the resultant rights of this contract without specific permission of the Rental Firm.
5. The Hirer is bound to close and lock properly the vehicle, and shall not leave in its interior the respective documents or any other object that might origin theft, robbery or damages.
6. The loss or total or partial destruction of the vehicle documents, or keys, will held the Hirer liable who shall indemnify the Rental Firm for the resultant damages, specially for all costs including Rental Firm administrative expenses.

## **6 - Rental extension**

1. The vehicle rental contract ends on the agreement stipulated date.
2. If the Hirer desires to extend the rental period, he shall go to the Rental Firm office at least 24 hours prior, and obtain a new contract, extending the rental period. This extension is always submitted to the Rental Firm approval.
3. If the Rental Firm refuses to extend the contract, the Hirer agrees the responsibility of returning the vehicle on the previous stipulated date.

## **7 - Vehicle maintenance, repair and fuel**

1. If the Hirer notices any mechanical fault in the vehicle, he must immobilise immediately the vehicle and contact the Rental Firm, who shall instruct how to proceed.
2. If it's not possible to solve the situation "in loco", the Hirer can make repairs in an authorised service of the brand, according to the Rental Firm previous written agreement and in its terms. The Rental Firm is responsible for all repair expenses.
3. In the event of vehicle immobilisation due to mechanical break-down, or accident, and if it's not possible the repair "in loco", the Rental Firm shall send a tow truck to take the vehicle to the rental center. If the vehicle is less than 50 km far from the rental center the Rental Firm will send another vehicle for replacement. If the distance is superior to 50 km, the vehicle and the Hirer will be transported to the rental center, where another vehicle will be delivered.
4. The Hirer is always liable for any expense with tow truck, either in or outside of the country, due to a non proper use of the vehicle.
5. The vehicle shall be returned perfectly clean both inside (absence of garbage, sand, mud or any other waste) and outside, as it was at the delivery. Otherwise, it will be charged a cleaning fee of 100 Euros, according to the Rental Firm price table.
6. Whenever the vehicle is returned with less fuel than it had at the delivery, the Hirer will be charged by fuel difference, in addition of a 30€ (thirty Euros) fee, due to the need of employee availability to refuel.
7. Renter must take all necessary protective measures to keep the vehicle in the same condition in which it was delivered. In particular, you should carry out regular inspections of the vehicle condition for oil, water and tire pressure. In the event of the introduction of fuel other than that used by the vehicle, the Lessee is responsible for replacing the fuel, dismantling and washing the tank, tuning and other damage caused to the vehicle.

## **8 - Insurances**

1. The rented vehicle is covered by compulsory liability insurance under the Portuguese legislation and insurance covering own damages, with a security deposit of €2000 (Risk Taker insurance)
2. The Hirer may also employ the following options:
  - a) Insurance for occupants, with the following coverage: disability € 10,000.00; death € 10,000.00; medical expenses € 1,000.00;
  - b) Insurance for glass: Covers repair damage to a broken glass;
  - c) Tire insurance: covers up to one flat/damaged tyre;
  - d) Additional driver: enables the vehicle to be driven by more than one person;
3. In the event of an accident, the Hirer agrees the following procedures:
  - a) Notify the Rental Firm and police authorities of any accident, theft, robbery or other misfortune, in a maximum of 24 hours;
  - b) Obtain names and addresses of all persons involved as well as witnesses;

c) Shall not leave the vehicle without taking every caution and measures regarding its protection and safety;

d) Shall not take any responsibility or pled guilty in the event of an accident that might hold the Rental Firm liable;

e) Call the Rental Firm immediately and transmit all the details including the accident report prepared by the police authorities;

4. In the event of an accident, theft or robbery, the Hirer is always liable for a mandatory and irremovable security deposit, referring to vehicle's damages, up to the stipulated amount in the insurance subscribed option.

5. Only the Hirer and/or the additional drivers indicated on the rental contract can benefit from the insurance coverage's options subscribed.

6. They are not covered by any of the insurance options, and will be the sole responsibility of the lessee to pay the costs of repairing any damage caused to tires, rear view mirrors, any damages tot the bottom and top of the vehicle body (above the windscreen), provided there is no collision with third parties, unless the lessee has contracted the respective coverage.

7. In the event of theft or robbery of the vehicle, the lessee must report the occurrence to the competent authorities immediately, communicating and sending a copy of the denunciation to the lessee, along with the keys of the vehicle within 24 hours. In the case of not doing so, the insurance policy and related contractual clauses will be null and void, leaving all costs due to the lessee.

8. Whatever option subscribed, the Hirer is liable for all negligent use of the vehicle.

9. In the event of an accident due to excessive speed, negligent manner, driving under alcohol or drugs, influence or any illegal substance that diminishes driving ability, the Hirer will be liable for all repair expenses and respective compensation for the time the vehicle is neutralized, regardless of the insurance option subscribed.

10. The vehicle is only insurance covered during the contract stipulated duration, unless there's an approved grant extension. The Rental Firm cannot be liable for any accident caused by the Hirer further than to the rental duration, being the Hirer the only liable one.

## **9 - Security deposit**

1. The deposit can only be made in cash.

2. Upon delivery of the vehicle, the amount of the collateral will be required to be paid by the renter.

3. If the security deposit amount is not authorised by the bank or by the credit card owner, the contract cannot be executed and the vehicle cannot be delivered. In this case, there will be no entitlement to the Hirer for reimbursement of amounts paid.

4. The security deposit will be returned to the Hirer at the end of the rental period, after an inspection by a Rental Firm member staff, who shall state the vehicle is in similar conditions compared to when it was collected.

5. In the event of damage detection, the Rental Firm will establish the amount the Hirer must pay, which will be deducted on the security deposit given as a guarantee.

6. If the vehicle is operated in a non-proper way, the Hirer has to cover the repair amount if the resultant damages are superior to the security deposit made.

7. If the damages are not detectable immediately, the Rental Firm has a 10 day period, from the contract termination, to cash or to refund the security deposit or to claim the difference between settlement and the cost of faults or defects.

## **10 - Payments**

1. The Hirer undertakes the obligation to pay to the Rental Firm, all expenses arise from this contract, at its demand, as follows:

- a) The rental rate, considering the rental period and the insurance subscribed option;
- b) Any charge referring to personal accident insurance, windscreen insurance, additional accessories and any other expense according to the Rental Firm price table;
- c) All duties and taxes that tributes vehicle rental or Hirer's fixed amount for tax refund;
- d) All the costs supported by the Rental Firm due to the Hirer's payments collection, as consequence of this contract, including lawyer's fees;

2. Each and every unpaid invoice will be added interests according the highest rate as well as a 20% increase as penal clause and compensation for occurred damages;

3. In the event of an accident, the Hirer will pay to cover management expenses, a 20€ (Twenty Euros) fee.

4. The hirer authorises the Rental Firm to charge all due expenses in the respective credit card.

5. Despite the previous stipulation, the Rental Firm can also demand the Hirer, one or more guarantors.

6. The assigned guarantors, identified on this contract specific stipulation, are the main payers, warrant and respond solidary for any contractual obligations.

7. The guarantors renounce to the discussion benefit regulated in article 639o of the Civil Code.

## **11 - Infractions**

The Hirer is bound to return to the Rental Firm, all the expenses with fines paid as consequence of illegal conduct by the Hirer.

2. In addition to the above, a 20€ (Twenty Euros) fee will be charge as management cost;

3. If the Rental Firm is summon by any public or private entity to identify the Hirer, this one is bound to pay a fee of 20€ (Twenty Euros) as management expenses.

## **12 - Litigation**

1. The losing party will be responsible for all legal costs including the other party lawyer's fees.

2. The parties agree on the designated addresses for the purpose of any judicial or extrajudicial summon or notification.

3. In the event of a legal dispute as to the meaning of any terms of this contract, the parties agree that the jurisdiction is the one corresponding to the rental center

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