

# RENTAL CAR USE TERMS

**DRIVER QUALIFICATION:** Driver must be over 23 years old and less than 75, and it is necessary to present a Valid Driving License issued, for at least, 1 year.

**USE OF VEHICLE:** Client acknowledges that he does receive the vehicle with the necessary documents and with tools, tires and that all of it must be kept in good condition. He undertakes, to drive said vehicle carefully in accordance with the regulations of motor Traffic Code. He also undertakes:

- a) Not to carry passengers or goods or to use the vehicle in any kind of activity, when this implies subleasing the vehicle directly or indirectly.
- b) Not to allow any person to drive the vehicle other than he himself or the persons authorized in this agreement.
- c) Not to drive said vehicle when physical-condition is impaired by alcohol, drugs, fatigue or illness.
- d) Not to propel or tow other vehicles or trailers.
- e) Not to participate in races or sport activities with said vehicle.
- f) Not to carry more passengers than those specified by vehicle's manufacturer or permitted by law.
- g) To keep the vehicle properly parked and locked when not using it.
- h) Not to transport animals (any species).

**MAINTENANCE:** All cars of RODAVANTE are delivered to the client in perfect running condition it a malfunction is detected it must be communicated to RODAVANTE. The client is fully responsible for all damages of the rented car due to neglect.

**DELEVERIES AND DROP-OFFS:** Delivery and drop-off vehicle at non pre-arranged places/ time are not allowed and subject to extra charge.

**GRACE PERIOD:** There is a grace period of 59 minutes

**LIABILITY:** A valid Credit card must be presented with enough funds available, in the name of main driver. Can not be a prepaid or a virtual card. Debit card is also, not accepted

**FUEL:** The client must return the car with as much fuel as received. RODAVANTE will not return money back for fuel left behind.

**INSURANCE / LIABILITY:** The client is insured for unlimited public liability risks and property damage, being liable for all damages caused to the rented car. An extra charge **CDW** (as per current Rates folder), is applied (or already included) so Liability for these damages are reduced down to the amount of the excess (as per current Rates folder). Nevertheless, the client will be, always, responsible for:

- a) Damage or loss of articles transported, stored or left unattended in the rented car.

- b) Damages caused while driving the vehicle under influence of alcohol, narcotics, drugs, toxic products and by obvious carelessness and/or neglect on the part of the driver.
- c) Damage caused while participating in official or unofficial Car races or similar sportive events as well as in any other contest or preparing one.
- d) Damages due to vandalism acts (by known or unknown persons) like broken locks, broken glasses or any part of the car spoilt as a consequence of braking attempt.
- e) Theft or loss of the vehicle, except if **TW** is taken
- f) Damaging tires and wheels, glasses (Including headlights and other lights/lamps) damaging roof and underside of the vehicle. except if **TCDW** is taken
- g) Damages caused to the interior of the car (Seats, carpets, equipment and other parts of the interior).
- h) Damages caused to the car due to an inappropriate driving (driving in unpaved Roads, driving in high-gradient roads, driving in high speeds), Damages for misuse (Clutch, brakes....)
- i) Damages caused due to inappropriate parking procedure (Leave car not braked, not engaged, etc.)
- j) Cost of Transportation and/or towing of damaged car to our repair shop and immobilization of the rented car, while being repaired, when accidents are of client responsibility.
- k) Cost for Cleaning the interior (Carpets, seats, roof...) in case of taint or hardly removable dirt, mud etc
- l) Costs for using inappropriate Fuel in the rented car
- m) Assistance on the road for car breakdowns due to neglect, forget or loss (ie battery discharges, duplicate keys, changing tires, etc)

**ACCIDENTS:** In case of accidents in which the car gets damage or causes damage (e.g.) the client undertakes to have the case immediately investigated on the spot by the local police authorities. The client is further required to make a sketch of the place of accident, adding the names and addresses of the persons who have been a party to the accident, the names of witnesses, and any other pertinent details. The client should avoid making any verbal or written promises. In case of non compliance with these requests, client is fully responsible for all damages and/or losses sustained in case of accident and/or damages to the rented car.

**RENTER LIABILITY:** RODAVANTE is not liable for any damage or loss which the client may sustain if a car defect or breakdown should cause delay or prevent him from continuing the journey. RODAVANTE is not liable for any kind of expenses if not previously authorized.

**FINES:** The client is responsible for all fines that may occur during the rental period.

**APPLICABLE LAW:** Portuguese Law is applicable to this Rental agreement in case of disagreement which cannot be amicably settled the parties agree to submit the dispute to the jurisdiction of the court of law of FUNCHAL. The client expressly agrees to abide by the decision of the courts of Law of Portugal.

CARS		LUG	PORT	D.ASS	A. Cond
A	Fiat Panda ou similar *	4	3	YES	NO
B	Mitsubishi Space Star ou similar	4	5	YES	NO
C	Renault Clio / Citroen C3 ou similar	4	5	YES	YES
D	Citroen C-Elysee ou similar	5	5	YES	YES
D1	Ford Focus station or similar	5	5	YES	YES
D2	Peugeot 208 Automatic ou similar	4	5	YES	YES
E	Renault Captur	5	5	YES	YES
E1	Ford Focus Automatic	5	4	YES	YES
F	Peugeot 5008 ou similar	7	5	YES	YES
F1	Renault Trafic ou similar	9	5	YES	YES

INCLUDES YES/NO		Group A	Group B	Group C	Group D	Group E	Group F
Kms (Mileage)	YES	- €	- €	- €	- €	- €	- €
CDW (Collision Waiver)	YES	- €	- €	- €	- €	- €	- €
Airport Tax (regular time)	YES	- €	- €	- €	- €	- €	- €
Road Tax	YES	- €	- €	- €	- €	- €	- €
TW (Theft protection)	YES	- €	- €	- €	- €	- €	- €
IVA/VAT	YES	- €	- €	- €	- €	- €	- €
SCDW (Exemption of excess)	NO 1	14,64 €	14,64 €	14,64 €	20,05 €	28,30 €	36,00 €
TCDW (Glass/Tyres protection)	NO 1	14,64 €	14,64 €	14,64 €	14,64 €	14,64 €	14,64 €
BABY SEATS / BOOSTER	NO 1	7.32 €	7.32 €	7.32 €	7.32 €	7.32 €	6.00 €
PAI (Passangers protection)	NO 1	7.32 €	7.32 €	7.32 €	7.32 €	7.32 €	7.32 €
AIRPORT Tax ( Arrivals after midnight)	NO 2	36.60 €	36.60 €	36.60 €	36.60 €	36.60 €	36.60 €
Additional Driver	NO 2	18.30 €	18.30 €	18.30 €	18.30 €	18.30 €	18.30 €
Excess	NO 2	750.00 €	750.00 €	750.00 €	1,000.00 €	1,250.00 €	1,500.00 €

1	per day
2	per rental

**VALID CREDIT CARD MUST BE PRESENTED BY CUSTOMER**

### **What is CDW Collision Damage Waiver?**

CDW covers the bodywork of the car, damaged in consequence of any Impact / collision or capsizes. These damages are limited to the amount of the excess that can be zero if customer accepts SCDW

### **What is not covered by CDW?**

- Glass (all windows, lights and mirrors)
- Tyres & wheels
- Discharged battery
- Interior trim (seats, carpet, and all interior materials)
- Undercarriage & Roof top
- Breakin attempts
- Personal belongings (anything left in the car, including the boot and glove box)
- Lost keys or damage locks
- Gears/transmission/suspension/exhaust system
- Misfuel
- Or in case of any violation of rental contract or agreement

### **What is TW Theft Waiver?**

TW covers Theft of the rented car (Car keys must be returned) up to the amount of the Excess that can be zero if customer accepts SCDW

### **What is not covered by TW?**

- Breakin attempts (Attempt to open the doors without key)
- Personal belongings (anything left in the car, including the boot and glovebox)
- Antena /Aerial
- Or in any other part of the car body or interior
- Or in case of any violation of rental contract or agreement

### **What is TCDW Top Collision Damage Waiver?**

TCDW is an extra coverage that will include on CDW the coverage the following damages

- Glass (all windows, lights and mirrors)
- Tyres & wheels

These damages are limited to the amount of the excess that can be zero if customer accepts SCDW

**What is covered by SCDW Super Collision Damage Waiver?**

SCDW do not cover any other kind of damage, it just reduces the Excess on CDW, TCDW or TW to zero. Exclusions on each Insurance maintain.

**What is not covered by any Insurance?**

- Interior trim (seats, carpet, and all interior materials)
- Undercarriage & Roof top
- Theft of personal belongings (anything left in the car, including the boot and glove box)
- Lost keys or damage locks
- Theft of any part of the car
- Discharged battery
- Gears/transmission/suspension/exhaust damage
- Misfuel
- Or in case of any violation of rental contract or agreement