



Terms and conditions in the self-drive vehicle rental agreement

In this agreement, the *Hirer* is the person who hires and makes use of the vehicle and the *Owner* is Cityzoom, which owns and processes the transaction for hiring the vehicle.

The purpose of this agreement is the hire, by the Owner (Cityzoom), of the vehicle described in the agreement, to the Hirer.

1. Duration and return of the vehicle.

This agreement shall have the duration agreed and stated herein. However, if the Hirer wishes to extend the duration of the agreement, he/she should notify the owner before the end of the agreement period.

At the end of the agreement period, the Hirer will return the vehicle hired, together with all documents, tyres, tools and accessories, at the date and place specified in this agreement.

If the Hirer should use the vehicle when the agreement has expired and without the Owner's authorisation, the insurance agreed will be automatically suspended.

2. Use of the vehicle

The Hirer will receive a vehicle from the Owner, its description detailed in this agreement, in good working condition and equipped with all the necessary documents and tools, etc. All this, checked and verified by both parties before the Hirer receives the hire vehicle.

The vehicle can only be driven by the Hirer or an authorised employee of the Hirer, as stated in this agreement. The driver must be over 25 years and have held a driver's license appropriate for the type of vehicle for a minimum of 3 years.

The Hirer undertakes to take care of the vehicle and drive it according to the Highway Code.

The Hirer undertakes to use the vehicle hired in accordance with the following conditions of use:

- The Hirer shall not alter the structure of the hire vehicle generally and, specifically, must not install a rack on the roof, nor any other equipment and/or goods.
- The Hirer shall not use the vehicle to push or tow any other vehicle or trailer.
- The Hirer shall not use the vehicle in sporting or training events of any kind, or to test the resistance of materials, accessories or products for automobiles.
- The Hirer shall not allow any other person not named in this agreement to drive the vehicle.
- The Hirer shall ensure that the vehicle is appropriately parked and secured when not in use.
- The Hirer shall not carry more people than authorised in the vehicle documents, and shall not carry pets.
- The Hirer shall not lend, sell, sublet, mortgage or pledge the vehicle, nor any of its parts or tools.
- The Hirer shall not use the vehicle whilst under the influence of alcohol or any other drugs, nor permit its use in illegal, criminal or prohibited activities.
- The Hirer shall not drive the vehicle outside Spanish territory, nor travel to or between islands with the hire vehicle.
- The Hirer shall not interfere with the distance recorder or speedometer, and shall notify the owner of any malfunction that may occur to this equipment. The number of kilometres driven will be calculated according to this distance recorder or by road maps if this instrument should malfunction.
- The Hirer must stop and immobilise the vehicle if any malfunction is detected or any warning light indicates such malfunction, and must immediately contact the Owner or the Owner's designated insurance company.
- The hire vehicle must not be used to convey people or goods for commercial or industrial purposes.
- Children and people below a height of 1.40 m must not be transported.

Driving a vintage or classical vehicle entails a series of difficulties at first. The Owner informs the Hirer that none of the following points may serve as grounds to terminate the agreement, as an excuse to avoid paying for damage or breakage caused by negligent use of the vehicle or any of its parts or in order to claim damages due to the special characteristics that are to be expected of such vehicles:

- Discomfort due to the design, size or cushioning of seats, operation of features or the driving position with regard to the steering wheel, pedals or gearstick.
- Inability to adjust parts, preventing the driver or passenger from achieving the best position.
- Constant, loud mechanical noise whilst using the vehicle.
- Greater difficulty in driving, lower efficiency or the less precise, different sensation felt whilst using certain mechanical parts, such as locks, the engine, steering, brakes and suspension.
- Vintage accessories, active and passive braking and safety elements in accordance with the period when the vehicle was made, with lower levels of protection (compared to a modern hire car today) for driver and passengers.
- Combustion or exhaust levels when the vehicle is driven or stationary.



The vehicle is delivered with the fuel tank full, and the Hirer is required to return it in the same condition. If the vehicle is returned below this level of fuel, the Hirer's credit card will be charged €35.

A deposit of €800 shall be retained from the credit card and returned on return of the vehicle, after verification that its interior and exterior condition are as at the time of delivery and of compliance with the terms and conditions of this agreement.

3. Costs for which the hirer is responsible

The Hirer undertakes to pay the Owner the amount agreed as the total hire charge in this agreement. This price includes the amounts agreed for time and mileage, if appropriate, fuel purchased or not replaced, insurance taken out and taxes payable for the transaction. The Hirer must replace any parts of the vehicle that are broken or lost due to causes for which the Hirer is responsible, and must provide the deposit required under the terms of this agreement to meet any possible liabilities and, in general, repay all costs paid by the Owner and caused directly by the Hirer's use of the vehicle and for which the Hirer is legally responsible.

Any costs incurred by the Owner in claiming any of the above charges from the Hirer shall be reimbursed in accordance with the stipulations of Spanish law.

The Hirer agrees to pay any fines or penalties of any kind that may be imposed on the Hirer during the rental period, and the cost of any days that the vehicle is not available to the Owner due to confiscation, breakdown or damage caused to the vehicle during the rental period and for which the Hirer is responsible.

4. Maintenance and repair

The Owner accepts responsibility for normal wear and tear on the vehicle. For costs to be refunded, any maintenance or repair work carried out by the Hirer (except those due to the driver's negligence, inexperience or misuse), must be authorised in advance by the Owner and the corresponding invoices made out in the name of the Owner and duly delivered to the Owner.

5. Insurance, accident and theft

The Hirer and any other people authorised to drive the vehicle under the terms of this agreement are covered by a civil liability insurance policy taken out by the Owner.

The Hirer's liability is the value of the vehicle hired, which will be exempt in case of accident only if the collision damage waiver (CDW) is paid. Any damages suffered by the occupants of the hire vehicle up to the maximum coverage in the policy taken out by the Owner are covered by payment of the corresponding premium (full insurance with excess 800€). Signing to denote acceptance of this liability in the agreement is an indispensable requirement. The following are excluded from the insurance:

- Loss, theft and damage affecting goods or objects property of the Hirer conveyed in the hire vehicle.
- Damage caused to tyres (including punctures), the upper parts of the vehicle (bonnet) and goods conveyed.

The Hirer must inform the Owner immediately in case of accident of any kind, and fill in the accident report with the full details of the other party and any witnesses, which must be delivered to the Hirer, and shall give full cooperation both to the Owner and the insurance company with regard to the investigation and defence related to the accident. The Owner agrees to send any letter, summons or other pertinent document to the Hirer. The competent authorities must be informed of any injuries that may be sustained.

In case of accident, whenever possible, the Hirer will not abandon the hired vehicle, but will take all reasonable steps necessary to secure and safeguard said vehicle.

In case of theft, the Hirer must report this to the competent authorities and provide the Owner with a copy of the report.

The Hirer may contact the Owner at the telephone numbers, email addresses and physical addresses of the Owner's establishment provided in this agreement.

6. Jurisdiction

The Hirer states that he/she has read and understood the terms and conditions governing this agreement. In case of disagreement or dispute between the parties, both parties agree to submit to the Courts and Tribunals of Spain.

7. Protection of personal information

In accordance with current legislation on the protection of personal information, the Hirer is informed that his/her information will be entered on a data file owned by the Owner.

The Owner gives full assurance that the personal information contained in this agreement will be used in accordance with the provisions of Law 15/1999, on the Protection of Personal Information.

To exercise their rights of access, rectification, cancellation or objection to the processing of his/her personal information, the Hirer should address the Owner in writing at the address stated in this agreement.



By signing this agreement the Hirer authorises/consents to the use of personal images/film of the Hirer, companions and occupants of the vehicle hired for advertising purposes.