

Updated January 2025

## RENTAL TERMS AND CONDITIONS APPLICABLE TO RENTALS IN SPAIN

### 1. Renter's Agreement with Owner

- (a) These Rental Terms and Conditions and the Rental Agreement Summary together constitute the "**Rental Agreement**". The Rental Agreement is entered between Renter (as named on the Rental Agreement Summary or the digital tablet) and Owner. Any reference to Rental Agreement Summary in these Rental Terms and Conditions includes reference to the digital tablet. Any reference to Owner or Rental Agent means: Autotransporte Turístico Español, S.A., Avenida del Ensanche de Vallecas, 37-3ª Planta, 28051, Madrid, Spain.
- (b) Owner and Renter are the only parties to the Rental Agreement regardless of whether another entity or person may pay for all or some of the rental bill.

### 2. Rental Period

- (a) Renter has the right to use the rental vehicle ("**Vehicle**") until the return date indicated on the Rental Agreement Summary ("**Rental Period**").
- (b) Owner may agree to extend the Rental Period orally or in writing ("**Extended Rental Period**") but the overall Rental Period may never be more than 88 days. The Extended Rental Period may be subject to higher charges and/or to additional security deposit which will be disclosed to Renter prior to the extension of the Rental Period.
- (c) Subject to the following conditions, Renter may choose to return the Vehicle before the end of the agreed Rental Period and thereby terminate this Rental Agreement early (and the Rental Period will be reduced accordingly).
  - (i) If Renter has prepaid the Rental Costs (as defined in section 5) to qualify for a "special offer" rate, Renter may not be entitled to any refund due to early voluntary termination.
  - (ii) If Renter has not prepaid the Rental Costs, early termination can have an impact on the daily rates and the other applicable charges if the originally agreed daily rates and applicable charges were conditioned upon the specifics of the original Rental Period. Owner recommends that Renter verify with Owner what impact an early termination has on the Rental Costs before returning the Vehicle early.

### 3. Use of the Vehicle

- (a) Eligibility: Renter must be in the possession of an original driver's license valid in the country in which the rental originates and valid for the vehicle category applicable to the Vehicle.
- (b) Authorised Drivers: Only the Renter is permitted to drive the Vehicle unless Owner expressly permits additional drivers who meet the eligibility requirements for Renters in section 3 (a) above ("**Authorised Drivers**"). Authorised Drivers under the age of 25 may be subject to restrictions and an additional fee. Any Authorised Drivers will be documented in the Rental Agreement Summary. Where the words "surrogate driver" are added to the Additional Authorised Driver information on the Rental Agreement Summary then the sole driver(s) for the duration of the Rental Period is/are the nominated surrogate driver(s). Any other named Renter is not authorised to drive the Vehicle.

- (c) Prohibited Use of the Vehicle: The Vehicle must not be used:
- (i) by anyone other than Renter or an Authorised Driver;
  - (ii) to smoke in. The use of e-cigarettes in Vehicle is also prohibited;
  - (iii) in a way to affect the good condition of the Vehicle;
  - (iv) for carriage of passengers hire or reward;
  - (v) for deliberately causing personal injury or property damage or for any illegal purpose;
  - (vi) for racing, pacemaking, testing the Vehicle's reliability and speed, or teaching someone to drive;
  - (vii) while the driver is under the influence of alcohol, narcotics or drugs;
  - (viii) to go outside of Spain and/or to move to islands, between islands, and/or to Ceuta and Melilla, unless Authorised by Owner in writing;
  - (ix) overloaded with more passengers than seatbelts, to transport children without the legally required car seats, or otherwise in breach of the legally prescribed safety precautions;
  - (x) to propel or tow any other vehicle or wheeled equipment, unless the Vehicle is fitted with a tow bar and Renter has express permission from Owner;
  - (xi) on unpaved roads, racetracks, beaches and test courses;
  - (xii) to transport easily flammable, toxic, or otherwise dangerous substances other than minimum amounts for household use;
  - (xiii) in a careless or reckless manner;
  - (xiv) to drive through or over water or over any objects that Renter knew or ought to have known rise above the ground clearance of the Vehicle;
  - (xv) to drive through height-restricted entrances and passages if the height restriction is lower than the overhead clearance of the Vehicle;
  - (xvi) in or on that part of any aerodrome, airfield, airport, or military installation designed for the take-off, landing, taxiing, or parking of aircraft and aerial devices, including any associated service roads, fuel supply areas, ground equipment parking areas, aprons, maintenance zones, and hangars; or
  - (xvii) to transport goods with a weight heavier than that authorised for the Vehicle, or to transport goods deficiently distributed or badly secured, or to carry goods that you do not own for a fee without Owner's written permission.

#### **4. Renter's Main Obligations**

- (a) Renter is required to
- (i) check for Vehicle damages during handover. If Renter notices any damage which is not mentioned on the Rental Agreement Summary, Renter shall immediately inform the Owner;
  - (ii) always lock the Vehicle and secure all of its parts when it is left unattended, and keep the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started in a secure location;
  - (iii) park the car legally, properly and securely, and in spaces in which parking of vehicles is legal and/or has been enabled;
- not let anyone work on the Vehicle without Owner's express written permission. If Owner grants such permission, Owner will only give Renter a refund if Renter has a receipt for the work performed. The Owner may decide at his sole discretion the timing of repairs

- (including whether or not to repair at the same time damages caused by different renters);
- (iv) check oil, AdBlue and water levels and tyre conditions and pressure at regular intervals during the Rental Period;
  - (v) stop using the Vehicle as soon as possible and contact Owner as soon as Renter becomes aware of any fault with or malfunction of the Vehicle. In particular, Renter must take into account any warning lights that may appear on the dashboard of the Vehicle;
  - (vi) bring the Vehicle back to the agreed return location specified in the Rental Agreement Summary at the end of the Rental Period in the same condition as it was when it was handed over by Owner according to the condition description on the Rental Agreement Summary except for any usual wear and tear. A member of Owner's staff will inspect the Vehicle to check the condition of the Vehicle. When returning the Vehicle to the return location during business hours, Renter will remain responsible for the Vehicle and its condition until the inspection is completed or for one (1) hour after its return, whichever is the shorter period. If Renter is permitted to return the Vehicle to the return location outside of business hours, Renter remains responsible for the Vehicle and its condition until it is inspected by a member of Owner's staff within 2 hours of the start of the next business day. If Renter chooses not to leave the Vehicle at an Owner branded location, Renter remains responsible for the Vehicle and its condition until it is inspected by a member of Owner's staff;
  - (vii) check that there are no personal belongings left in the Vehicle before return;
  - (viii) pay any administrative fines, fees, charges, costs, penalties, or other fines that are imposed, issued or incurred in connection with the Renter's usage of the Vehicle during the Rental Period (including usage of the Vehicle by Authorised Drivers or other third parties who are permitted by Renter to use the Vehicle), such as fines or fees for illegal parking or speeding, non-compliance with bus lane, congestion charges, tolls or violations of the rules of the highway or traffic offence or contravention in any country, in all cases, to the extent permitted by law and not caused by Owner;
  - (ix) where the vehicle requires fuel, to use nothing other than the appropriate fuel as indicated in the Vehicle; and
  - (x) not to unseal or tamper with the kilometer or mileage indicator.
- (b) In case of an accident or if the Vehicle is lost or stolen, Renter is required to do the following:
- (i) Renter shall accurately report the accident, theft or loss to Owner as soon as possible by any means and confirm this promptly in writing (email is sufficient) to Owner no later than 1 business days in case of a theft and in all other cases 2 business days, from the moment Renter becomes aware of the event. Renter is required to report any accident, theft or loss of the Vehicle to Owner to the extent possible via the European Statement Report Form;
  - (ii) Renter shall report any theft or loss (or where appropriate, any accident) to the police as soon as reasonably possible and confirm this promptly in writing (email is sufficient) to Owner;
  - (iii) Renter shall avoid admitting responsibility to anyone in relation to the accident unless required to do so by legal process;
  - (iv) Renter shall request the names and addresses of everyone involved, including witnesses, and provide them to Owner;

- (v) Renter shall promptly forward to Owner any notices or other documents relating to any legal proceedings arising out of the accident, theft or loss; and
  - (vi) Renter shall cooperate with Owner and Owner's insurers including responding to requests for full and true information and provide assistance in any matters or legal proceedings including allowing proceedings to be brought by Owner in Renter's name and defending any proceedings brought against Renter.
- (c) Renter shall return the original keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started to Owner either directly to Owner's staff or in the Owner's secured box at an Owner branded location.

## 5. Rental Costs and other Charges; Additional Services

- (a) Renter shall pay the daily rates as well as any other charges applicable to the rental of a Vehicle as stated on the Rental Agreement Summary, or, if not stated on the Rental Agreement Summary, the publicly available rates at the time of rental ("**Rental Costs**"). If the Rental Agreement Summary indicates "day = period of 24 hours", a day is a complete or partial period of 24 consecutive hours from the start of the Rental Period. On return, a grace period of 29 minutes will be allowed if the 24-hour period is exceeded.
- (b) Rental Costs also include charges for mileage exceeding the included mileage, young drivers and additional services or protection products as applicable to the specific rental of a Vehicle and as stated on the Rental Agreement Summary. If the Rental Agreement Summary indicates "day = calendar day", one day is a complete or partial calendar day from the start of the Rental Period.
- (c) Owner may require a security deposit, as stated in the Rental Agreement Summary, at the commencement of the Rental Period which can be used as security for any future claims which Owner has against Renter in connection with the Rental Agreement. Owner will collect this and any other amounts due under this Rental Agreement from any credit card or debit card presented before or during rental, which will be retained for this purpose unless otherwise agreed between the Parties. Owner will not pay any interest on the security deposit and Owner is under no obligation to hold the security deposit in any account separate from its own assets. Owner will refund the security deposit subject to the conditions set out in section 7 and 9. Any additional monies taken will be refunded within a period of 75 days from the date of the return of the Vehicle, or, if the Vehicle is lost or stolen, within a period of 75 days from the agreed end of the Rental Period, to the extent that this amount has not been needed to satisfy Owner's claims under this Rental Agreement.
- (d) Renter shall pay to Owner on demand:
- (i) any additional charges as notified to Renter;
  - (ii) any amounts not paid by Renter in accordance with section 4(a)(vii);
  - (iii) an administration fee of €25 for processing any fines or offences against the Vehicle, Owner, Renter, any Authorised Driver or any other person Renter permitted to use the Vehicle during the Rental Period, unless caused through Owner's own fault;
  - (iv) if the Vehicle is: (1) returned to an Owner branded location other than the one indicated in the Rental Agreement Summary, the publicly available one-way fee at the time of return; or (2) if the Vehicle is returned to a non-Owner branded location not indicated on the Rental Agreement Summary, Owner's actual costs of recovery incurred by Owner

- and Owner's resulting loss of revenue at the daily rate indicated on the Rental Agreement Summary; unless otherwise agreed between Renter and Owner;
- (v) a cleaning fee if Renter fails to return the Vehicle in good condition due to unusual wear and tear, including but not limited to smoking in the Vehicle or coarse soiling, to compensate Owner for their costs of cleaning;
  - (vi) where the vehicle requires fuel, a re-fuelling service fee if Renter did not select to purchase an optional fuel product at the start of the Rental Period and returned the Vehicle to Owner with less fuel than was provided at the start of the Rental Period (such level as indicated on the Rental Agreement Summary) calculated as the difference between the fuel level recorded on the Rental Agreement Summary and that recorded upon the return of the Vehicle multiplied by the fuel price displayed on the Rental Agreement Summary plus an additional charge as indicated on the Rental Agreement Summary. No unused or excess fuel will be refunded; and
  - (vii) where the vehicle is an electric vehicle and is returned with less charge than was provided at the start of the Rental Period (such level as indicated on the Rental Agreement Summary), a re-charging fee calculated as the kWhs needed to charge the vehicle to make up the difference between the charge level recorded on the Rental Agreement Summary and that recorded upon the return of the Vehicle multiplied by the kWh price displayed on the Rental Agreement Summary plus an additional charge as indicated on the Rental Agreement Summary. No unused or excess charge will be refunded.
- (e) An acceptable payment method is credit card and cash. Contactless cards, or payment through any other wireless or NFC communications technology shall not be accepted.
- (f) For other rental charges see Rental Agreement Summary.

## 6. Data Protection Notice

- (a) Owner, as data controller, collects personal data about the Renter and any Authorised Driver in connection with the Rental Agreement or any related agreement or service and uses it as described below and in accordance with the latest Privacy Notice available at <https://privacy.ehi.com>.

In addition to Owner's Privacy Notice, Owner, its affiliates or Enterprise Holdings, Inc. may:

- (i) For the legal basis under GDPR (or equivalent legislation as implemented in local law):
  - a. On the basis of contractual necessity:
    - i. Process personal data (including where applicable Vehicle Data) to fulfil both Owner's and Renter's obligations under the Rental Agreement; and to manage: the rental, the commercial relationship and Owner's loyalty program, with the Renter.
    - ii. To communicate important information regarding your rental. These communications are transactional in nature and will be sent to you via email, text or calls.
  - b. On the basis of the Owner's legitimate business interests, where such interests are not overridden by Renter and Authorised Driver's rights:

- i. To assist us in providing better products and services: for example, to evaluate the performance of our staff, to assess the quality of products and services received and to help us improve our websites, facilities and services.
      - ii. Store information indicating that the Renter or Authorised Driver could be a risk for future rentals, such as recording information about traffic or criminal offences or abusive behavior towards Owner's staff. This may mean that future rental requests may not proceed.
      - iii. To locate our Vehicle when it is reported as lost or stolen.
    - c. Use and share your information with third parties to prevent fraud and protect our business interests and rights, privacy, safety and property, or that of individuals and the public. We will do this to respond to law enforcement requests, collect unpaid bills, to avoid liability for penalties you incur (e.g. traffic citations) and for claims processing purposes;
      - i. For fraud prevention purposes, to verify identity and authenticate identity-related documentation as well as additional points of contact for rental related communications.
      - ii. Compile statistics and analysis about Renter's and Authorised Driver's use of Owner's products and services.
    - d. On the basis of Renter's consent:
      - i. Send Renter marketing information in situations where consent is required.
    - e. To establish, exercise or defend legal claims:
      - i. Provide details of any accidents in which Renter or any Authorised Drivers are involved to relevant insurance databases.
  - (ii) On the legal basis under the ePrivacy Directive:

Link Vehicle Data with Renter information with consent where required, to fulfil both Owner's and Renter's obligations under the Rental Agreement save for in instances where Owner's Vehicle is reported as lost or stolen where no consent will be required.

To withdraw your consent at any time please contact your local branch to re-issue your rental ticket with your revised consent preferences. Such withdrawal applies with future effect only and does not affect the lawfulness of processing before your withdrawal.
  - (b) The Vehicle may be equipped with emergency notification functionalities ("eCall System"), which is provided by the manufacturer of Renter Vehicle ("OEM") to ensure appropriate assistance is provided in the case of an emergency.

The Vehicle may also be equipped with technology that collects and transmits data, including information collected from event data recorders, global positioning devices, or any other similar technology, which may be controlled by the "OEM" or Owner ("Telematics Systems"). When installed and where permissible, the Telematics Systems will enable Owner to collect and use information on the basis of Owner's legitimate interest, performance of the Rental Agreement or where required with your consent, including but not limited to: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tyre pressure, fuel status, and other diagnostic and performance information. This information may be combined with information Renter has provided Owner and used to fulfil both Owner's and Renter's obligations under the Rental Agreement. Owner's use of the information may also include storage of this information after



the expiration of the Rental Agreement. If a Vehicle has been reported as potentially or actually lost or stolen, Owner may access Vehicle location data or request access to it from the relevant OEM or system. Renter not consenting to the usage of data from Vehicle Telematics Systems does not prohibit Owner from obtaining and using data collected from Vehicle in the event the Vehicle is reported as lost, stolen or for providing roadside or emergency services. Please refer to our Privacy Notice (available at <https://privacy.ehi.com>) for a complete description of our privacy practices, who we share information with (including the OEM which manufactures your Rental Vehicle) and a list of OEMs we currently use.

Where the hire is fulfilled by a Car Club/Car Share Vehicle the Owner uses these capabilities enabled by these telematics systems to (i) issue commands to the Vehicle, such as unlocking and locking the Vehicle, for the purpose of facilitating your trip, (ii) gather information regarding the beginning and end of your trip for billing purposes, (iii) track location information and/or immobilize the Vehicle in the event of an overdue, lost, or stolen Vehicle and (iv) monitor location information should we be directly alerted by you with regards to issues with the Vehicle.

If Renter or any occupant pairs a mobile device with the Vehicle's navigation or infotainment systems, personal information may be transferred to and stored on these systems. You should note, this personal information is shared by you directly with the OEM. OEMs' contact details and information about their data protection practices and terms can be found on their respective websites.

Owner cannot guarantee the privacy or confidentiality of such information and it is Renter's responsibility to delete all personal information from these systems before returning Vehicle to avoid subsequent occupants or users of Vehicle accessing this information.

- (c) Owner may disclose personal data to: (i) its affiliates (see Owner's Privacy Notice for details) or Enterprise Holdings, Inc. for the purposes listed above, (ii) to law enforcement/regulatory body; (iii) to meet legal compliance requirements such as anti-money laundering laws; (iv) any necessary third party (e.g. your employer where business rentals are concerned) which assists the Owner to execute its rights and obligations under or enforcement of the Rental Agreement; or (v) as part of a sale or merger of Owner's business assets or any related due diligence process.
- (d) If Renter downloads a mobile application made available by the OEM and Renter registers the Vehicle in that application, Renter's use of the application may result in the sharing of personal data, vehicle information, location information and driving characteristics with the vehicle manufacturer. Renter's use of these applications is strictly governed by the OEM's terms and conditions and privacy notice and Owner is not in any way responsible for, and Renter releases Owner from, any claim or cause of action which may arise from Renter's use of these applications. Prior to returning the Vehicle, it is Renter's responsibility to either remove the application or delete the Vehicle from the application. Where Personal Data is transferred to the United States, Owner enters into Standard Contractual Clauses or another approved mechanism (e.g. EU-US Data Privacy Framework) for cross-border transfers.
- (e) Owner retains personal data for commercially reasonable periods of time or in accordance with specific laws or policies.
- (f) In some circumstances the Renter has the right to: (i) access and port their personal data; (ii) ask for their personal data to be rectified (where it is inaccurate or incomplete), or to have

it erased where Owner no longer has legitimate reasons to process it; (iii) ask for processing to be restricted; (iv) object to Owner's processing of their personal data; and (v) lodge a complaint with the applicable supervisory authority.

- (g) If Renter has any queries in relation to this Notice, Renter can contact Owner by post at the address stated in Section 1 or through the Contact Us form located at <https://privacy.ehi.com>.

## 7. Protection Products

**(a) Damage Waiver (DW):** If Renter selects DW on the Rental Agreement Summary, Owner will not hold Renter liable for damage to, loss or theft of the Vehicle, including any towing, storage and impound fees incurred by Owner as a result of the damage to and loss or theft of the Vehicle. However, Renter will instead have to pay the excesses indicated on the Rental Agreement Summary between Owner and Renter every time the Vehicle is damaged and when it is stolen or lost. If no excesses are indicated in the agreement with Owner, Renter is responsible for the first € 2,000 every time the Vehicle is damaged or stolen or lost. Renter's responsibility can be reduced with the acceptance of Excess Protection (EP) and/or Roadside Assistance Protection RAP (see below).

**(a.1) Exclusions:** Renter agrees that DW does not exempt Renter from any costs arising from liability for (1) theft/loss of an electric vehicle's charging cable if not supported by a police crime reference; (2) damage to tyres;(3) lost leys, key rings, optional accessories (including but not limited to not limited to optional child seats, global positioning systems, ski racks, toll devices and/or other products accepted by Renter); damages caused by: (i) the use of incorrect fuel; (ii) any breach of section 3 (Use of Vehicle) or section 4 (Renter's Main Obligations) of the Rental Agreement or in the event of non-payment of the Rental Costs under section 5 of the Rental Agreement; (unless such breach is excused under applicable law) (iii) if Renter failed to take all measures to look after and secure the Vehicle or the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started; or (iv) if the Vehicle has been stolen and Renter cannot give Owner the original keys.

**(b) Excess Protection (EP):** If Renter selects EP on the Rental Agreement Summary, Owner will reduce Renter's responsibility for any loss caused by damage to or theft of or loss of the Vehicle to the excess indicated on the Rental Agreement Summary, or if no excesses are indicated, the first € 200 every time the vehicle is damaged, stolen or lost.

**(b.1) Exclusions:** Renter agrees that EP does not exempt Renter from liability for (1) theft/loss of an electric vehicle's charging cable if not supported by a police crime reference; (2) damage to tyres; (3) any costs arising from lost leys, key rings, optional accessories (including but not limited to not limited to optional child seats, global positioning systems, ski racks, toll devices and/or other products accepted by Renter) or (4) damage caused by: (i) the use of incorrect fuel; (ii) any breach of section 3 (Use of Vehicle), or section 4 (Renter's Main Obligations) of the Rental Agreement or in the event of non-payment of the Rental Costs under section 5 of the Rental Agreement (unless such breach is excused under applicable law); (iii) if Renter failed to take all measures to look after and secure the Vehicle or the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started; or (iv) if the Vehicle has been stolen and Renter cannot give Owner the original keys.



**(c) Roadside Assistance Protection (RAP):** If Renter selects RAP on the Rental Agreement Summary, Owner will waive Renter's responsibility for the following: (i) recovery and call out charges imposed by Owner's chosen Roadside Assistance Providers as a result of any fault occurring to Owner's Vehicle which is due to driver or Renter error (ii) replacement of lost keys and (iii) tyre repair or tyre replacement costs (excluding rims) except when part of larger damage to the Vehicle.

**(c.1.) Exclusions:** RAP does not exempt Renter from these charges for damage caused by the use of incorrect fuel, any breach of section 3 and 4 of this Rental Agreement or when running out of fuel more than once.

**(d) Third Party Liability:** Third party liability protection compliant with legal requirements is included unless agreed otherwise. In the event of an accident or damage to a third party caused, partially or wholly, by the Renter using the Vehicle, Owner, or Owner's insurers may handle the claim and will have the right to resolve any claim under the insurance policy as Owner or insurers decide necessary, without restricting Renter's rights to take legal actions or seek remedies under applicable law. Any exclusions or Owner's or insurers' right to claim back any amounts paid shall be governed by the applicable law and regulations.

## **8. Termination of Rental Agreement**

- (a) The Rental Agreement terminates with the lapse of the Rental Period or the Extended Rental Period, as applicable, or as otherwise stipulated in this section 8.
- (b) Renter may return the Vehicle and terminate the Rental Agreement early at any time during the Rental Period for any reason by returning the Vehicle and in accordance with the terms of section 2.
- (c) Either party may terminate the Rental Agreement with immediate effect if the other party commits a material breach of the Rental Agreement or if security risks for Renter, Authorised Drivers or other third parties require an immediate return of the Vehicle. A violation of Renter's obligations in section 3, 4, and 5 is a material breach.
- (d) Upon termination of the Rental Agreement, if Renter fails to return the Vehicle to the agreed return location, Owner may repossess the Vehicle, and Renter is liable for any costs incurred in repossessing it in accordance with section 5(d).
- (e) Termination of the Agreement does not affect any rights or remedies provided by law which exist at the date of termination. Any parts of the Agreement which by implication continue after such termination are not affected.
- (f) Owner may notify the police if Renter operates the Vehicle after end of Rental Period or Extended Rental Period, as applicable.

## **9. Liability**

- (a) On a case by case basis, Renter may be obliged pay to Owner on demand in accordance with applicable law Owner's costs incurred when collecting payments due from Renter, including legal fees and court costs (if the court issues a judgment in Owner's favour).
- (b) Renter is liable for damage to, loss or theft of, the Vehicle in accordance with applicable law. Such liability may be reduced by purchasing DW, EP or other protection products, as available (see section 7).
- (c) Renter is liable as the owner, driver or operator of the Vehicle for:

- (i) Any penalty imposed due to the infraction of Royal Legislative Decree 6/2015, which approves the Law on Traffic, Motor Vehicles and Road Safety;
  - (ii) any penalty imposed due to the infraction of Royal Legislative Decree 8/2004, which approves the rewritten text of the Law on Civil Liability and Motor Vehicles Insurance;
  - (iii) any fault or crime committed as a result of a breach of the Spanish Criminal Code; and
  - (iv) any debt owed by the non-payment of tolls.
- (d) In the event of damage to, loss or theft of, the Vehicle or of a part or accessory howsoever caused to the Vehicle unless caused through Owner's own fault, Renter shall pay: the amount necessary to compensate Owner for the damage to the Vehicle, including any damage or loss of parts or accessories which will be an estimate of the damage by an independent expert or repairer or other service provider (which may include automated systems) or by reference to Owner's standard list for minor repairs;
- Regardless of the level of fleet occupation, Owner's resulting loss of revenue at the daily rate indicated on the Rental Agreement Summary based on (a) Owner's number of lost rental days, not to exceed 30 days, or (b) if the Vehicle is lost and not recovered, or if Owner deems it to be salvage, Owner's loss of use equal to 15 days at the daily rate indicated on the Rental Agreement Summary, provided that, in each case, this does not result in Owner being compensated twice for the same loss;
- (i) administrative costs of € 50 when the repair estimate is less than € 500; € 100 when the repair is between € 500 and € 1,500; and € 150 if the repair is greater than € 1,500. To the extent that any repair does not fully restore the value of the Vehicle, a reasonable sum for the diminishment of value as determined by an independent motor engineer or by any other service provider;
  - (ii) in case the total estimated repair cost of the Vehicle is greater than the value of the Vehicle minus salvage value, an estimate of the retail value of the Vehicle immediately prior to the accident as independently verified, less salvage value;
  - (iii) a sum for the diminishment of value as determined by an independent expert if not covered above;
  - (iv) in case of theft or loss of the Vehicle, an estimate of the pre-theft or pre-loss retail value of the Vehicle, as independently verified; and
  - (v) any towing, storage and impound fees incurred by Owner as a result of the damage to, loss or theft of the Vehicle.
- (e) Owner is not liable for business losses. Owner will have no liability to Renter for any indirect or unforeseeable loss or damage, including loss of profit, loss of business, business interruption or loss of opportunity.

## **10. Governing Law / Alternative Dispute Resolution**

- (a) The Rental Agreement is governed by the laws of Spain.
- (b) Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without the Renter having to go to court. The online dispute resolution platform of the European Commission is available at: <http://ec.europa.eu/consumers/odr/>. Unless otherwise indicated by the Owner, Owner does not and is not obliged to participate in the alternative dispute settlement process.

**11. Miscellaneous**

- (a) If at any time any part of the Rental Agreement is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same is deemed omitted from the Rental Agreement and the validity and/or enforceability of the remaining provisions of the Rental Agreement is not in any way be affected or impaired as a result of that omission.
- (b) A full copy of Owner's complaints procedure is available to Renter upon request from any of Owner's rental branches and from Owner's registered office provided in section 1.