

Car Hire – General Conditions

CAR HIRE REQUIREMENT: ALL DRIVERS MUST BE OVER THE AGE OF 25 YEARS AND IN POSSESSION OF A VALID DRIVING LICENCE, PASSPORT AND CREDIT CARD. WE ACCEPT VISA GROUP, MASTER CARD GROUP AND AMERICAN EXPRESS.

1. The Hirer undertakes not to allow the vehicle to be driven by persons other than those expressly authorised by **Haro Rent a Car** and provided said persons are over 25 years of age and have been in possession of a driving licence for at least one year.

2. The Hirer undertakes to keep the vehicle locked when not in use.

3. The Hirer cannot sell or transfer the vehicle, or its equipment and tools. Any breach of these conditions shall entitle the Hire Company to repossess the vehicle.

4. The Hirer undertakes that the vehicle shall not be used:

- a) To tow or push any vehicle or wheeled object.
- b) To participate in competitions.
- c) By persons under the influence of alcohol or drugs.
- d) To transport goods.
- e) To transport more persons than those authorised by law.

5. The Hirer acknowledges receipt of the vehicle in good condition, together with the five tyres and wheels. In the event of loss or damage to any of them, the Hirer undertakes to replace same immediately at his/her expense by other tyres or wheels of identical characteristics and conditions.

6. Both the kilometre recorder and its connections must not be tampered with. Should this be the case, the Hirer shall be liable to pay for 300km per day, irrespective of the indemnification corresponding to such fraudulent use.

7. The Hirer shall be responsible for the expenses incurred by the towing service in the event of an accident, failure due to negligence on the part of the driver or breakdown occurring outside the area subject to cover.

8. The Hirer shall be responsible for both traffic fines and costs in respect of violations of the current Traffic Code legislation.

9. The days the vehicle is immobilised as a result of accident, failure or retention of same by Public Bodies, due to negligence on the part of the Hirer, shall be billed as per the tariff corresponding to unlimited mileage.

10. The vehicle can only be used within the Region of Andalucia.

INSURANCE: 1. The hirer expressly undertakes to pay the Hirer Company:

a) The repair costs for damage occasioned by collision or overturning of the vehicle.

b) The repair costs for damage, such as scratches and knocks to the vehicle, it being established that:

-If the Hirer decides not to purchase the partial exemption of liability for collision, overturning and damage such as scratches and knocks to the vehicle, he/she shall be financially responsible for the cost of repairing the vehicle up to a maximum liability equivalent to the value of the vehicle.

-If the vehicle is being used in accordance with the conditions of this contract and the hirer has previously agreed the partial exemption of liability for such damage, which shall be evidence by his/her signature and acceptance of same, he/she shall be solely liable for the corresponding non-exempt sum, or excess, in accordance with the current tariffs of the group to which the vehicle belongs.

2. The hirer and any other driver authorised by **Haro Rent a Car** is covered as an insured party by a Vehicle Insurance policy. Said policy covers civil liability and unlimited damage to third parties. The Hirer accepts the terms and conditions of the policy. The Hirer undertakes to protect the interests of the Hire Company and the Insurance Company in the event of an accident during the validity of their contract, as follows:

- By immediately informing the police and the **Haro Rent a Car** offices.
- By obtaining the names and addresses of the persons involved in the accident, likewise, of possible witnesses.
- By never admitting liability.
- By not abandoning the vehicle without taking due steps to secure same.
- By visiting the **Haro Rent a Car** offices within the following 24 hours to hand over the Accident Report Form duly completed and to inform.

In the event of the Hirer failing to comply with any of the above requirements, should they be applicable, **Haro Rent a Car** can claim from the Hirer for damages caused by the latter's negligence, even in the event of the Hirer having purchased the insurance with excess which, in such case, shall be rendered void.

3. The insurance with an excess is not applicable to clients under 29 years of age.

EXCLUSIONS: The insurance shall not cover the following:

- Accidents due to the influence of alcohol or drugs, the insurance coverage shall be excluded.
- Items transported inside the vehicle.
- Breakage of windows and windscreen occurring either fortuitously or pursuant to theft of objects left inside the vehicle by the Hirer.
- Damage occurring to vehicle as a result of unevenness or poor condition of the roadway.
- All accidents due to the driver's negligence.
- Damage caused to the underside of the vehicle.
- Damage caused to the interior of the vehicle.
- Damage to items transported on the roof rack and roof of the vehicle itself.

Haro Rent a Car denies all liability for accidents caused or damage to property caused by the hirer vehicle when the Hirer has deliberately given Haro false information in respect of his/her identity, address or validity of his/her driving licence.

FUEL: Fuel shall be at the Hirer's expense. The Hirer must check the water and oil levels.

MAINTENANCE AND REPAIRS: normal mechanical wear and tear of the vehicle is assumed by **Haro Rent a Car**.

JURISDICTION: This contract relates to and shall be interpreted in accordance with current Spanish legislation. All disputes shall be subject to the Courts of Estepona or Malaga.