

SRS Terms and Conditions

In submitting a booking it is understood that you have read and agreed the following terms & conditions

USE OF VEHICLE: The Renter receives the rented vehicle as described in the contractual agreement (with accessories and documentation) and undertakes to maintain and drive the said vehicle carefully and in accordance with the Spanish Motor Traffic Code.

CHARGES: The Renter will be responsible for the cost of replacing lost or damaged vehicle keys and will not be entitled to any refund for the time the vehicle cannot be used due to said loss or damage of keys. The Renter will be liable for any fines and court costs for traffic and other legal violations incurred during the dates and times specified on the rental contract and will not be entitled to any refund if the vehicle is impounded by the authorities due to the fault of the Renter.

INSURANCE: The vehicle insurance provided by the Lessor covers the driver against any claim by a Third Party (including legal costs) and for any damage or injury incurred during the agreed rental period providing the driver is named on the rental contract, holds a current full driving licence, is over 25 years of age and does not contravene a) to e) of the Use of Vehicle clause, above. The driver and passengers of the vehicle will be covered for medical/hospital costs (providing the total number does not exceed the legal limit for the vehicle). Damage or loss of personal possessions is not covered by the Lessor's insurance. The Renter of cars will be responsible for the first 400€ of any damage sustained by the rental vehicle during the period in which the Renter is in charge of said vehicle. The Renter agrees to take the following action in the event of an accident: a) Not to admit liability or guilt b) To obtain full details of the other party or parties involved and witnesses, filling in the accident report form enclosed with the vehicle's documents and forwarding this information immediately to the Lessor. Serious accidents must be reported immediately by telephone,. c) To notify the authorities immediately if another party's liability has to be ascertained. The main SRS office must be notified within 24 hours of any breakdown or vehicle failure.

CANCELLATION: Cancellation of a confirmed booking will be subject to a charge of 25€ if we receive notification of the cancellation less than 14 days prior to the commencement of the confirmed rental period.

JURISDICTION: Should any differences arise between both parties they mutually agree to submit themselves to the courts of Almeria, waiving any right to any other jurisdiction.

General Rental Terms

1 DEFINITIONS AND GENERAL PRINCIPLES

"You" are the customer (main driver) who signed the rental agreement and who is entitled to drive the vehicle.

"SRS" is Srs vehicle services the Lessor named in the rental agreement.

"Vehicle" is the car or any other vehicle that SRS is renting to you for the agreed duration of the rental agreement and will include all parts and accessories fitted to it at the commencement of the rental.

"Damage" is any damage occurring to the Vehicle (including glass, lights and mirrors) and any damage occurring to third party property where applicable.

2 PREREQUISITES: WHAT DO YOU NEED IN ORDER TO RENT A VEHICLE?

You must hold and produce a driving licence valid in the country where the rental takes place. The driving licence must have been issued by authorised authorities at least 12 months before the date of the commencement of the rental. In addition to the normal driving licence, an international driving licence is also mandatory if the driving licence is written in a language different to the one of the renting country and/or in characters that can not be read in the renting country. Please note that the international driving licence is valid only if accompanied by the normal driving licence.

When the rental is made outside your country of residence you must also present a valid identity card or a valid passport.

You must be aged 25 or over to rent a car and have held a driving licence for at least one year.

The above requirements are also applicable to all additional drivers if any.

You must produce a valid credit card with an expiry date after the due check-in date for those charges that have not been prepaid (such as extras, refuelling charge, excess due in the event of damage to or loss of the rented vehicle).

Some vehicle categories may be rented against cash (see section 'Specific Rental Terms')

Please refer to the section "Prepayment Terms & Conditions" for additional information.

Endorsements

The following restrictions apply to endorsements recorded on UK driving licences (a more complete list of endorsement codes is available in the Appendix):

UK Licences	Northern Ireland Licences	ACCEPTABLE?
Endorsement IN10	Code 50.08.019	ACCEPTABLE ONLY AFTER 4 YEARS FROM DATE OF OFFENCE
Endorsements commencing UT		NOT ACCEPTABLE
Endorsements commencing DD/DR (one only)	Code 50.08.200 Code 50.08.201 Code 50.08.208 Code 50.08.209 Code 50.08.210 Code 50.08.211 Code 50.08.212	ACCEPTABLE ONLY AFTER 5 YEARS FROM DATE OF OFFENCE
Endorsements CD40/CD50/CD60/CD70	Codes 50.08.204 and 50.08.205	ACCEPTABLE ONLY AFTER 5 YEARS FROM DATE OF OFFENCE

UK & Northern Ireland Licences	ACCEPTABLE?
Any licence with two or more periods of disqualification	NOT ACCEPTABLE
Any other conviction with a period of disqualification of 6 months or more	ACCEPTABLE ONLY AFTER 5 YEARS
Any other conviction with a period of disqualification of LESS than 6 months	ACCEPTABLE
Any number of endorsements with no period of disqualification	ACCEPTABLE

THE VEHICLE: CONDITION, USE, BREAKDOWN ASSISTANCE AND MAINTENANCE/MECHANICAL PROBLEMS

4.1 Condition of the Vehicle.

A description of the condition of the Vehicle will be given to you at the same time as the rental agreement.

Before leaving the rental location, you are required to check the condition of the Vehicle. Where an apparent defect is found which is not already listed in the document, you must immediately inform the SRS employee at the counter in order to proceed with a joint-examination of the Vehicle.

In such a case, amendments must be made to the document and duly countersigned by both parties.

If the amended document is not countersigned by both parties, the condition of the Vehicle will be as set out in the document given to you with the rental agreement and it will be considered that you received the Vehicle in proper working condition.

You will return the Vehicle in the same condition as it was provided at the start of the rental. You are responsible for any repair or refurbishment costs and these will be added to the cost of the rental, subject to the conditions of the section "Summary of Optional Guarantees" as set out below.

4.2 Use of the Vehicle

The Vehicle must not be driven by anyone other than you and then only under the condition that your ability to drive is not in any way impaired by mental or physical incapacity or restricted by the Law.

You must not take the Vehicle outside the country of hire.

You must take care of the Vehicle, keep it in good repair and condition, pay any fines for which you may be liable, reimburse SRS for any damage to the Vehicle, and refund SRS for any costs it incurs.

The Vehicle will be provided to you with a full fuel tank. You must only refuel the Vehicle with the correct type of fuel. Costs of fuel and for the refuelling service will be at your expense if the Vehicle is not returned with a full tank.

SRS strongly recommends that you carefully read this information.

You are liable for all fees, taxes, fines and penalties incurred in connection with the use of the Vehicle and for which SRS is charged, unless they have arisen through the fault of Europcar.

During the rental period you must carry out the usual checks (engine oil level, tyre pressure, etc.) as would any careful user and you must respect the maintenance cycle of the Vehicle as stated in the maintenance guide, if any.

When parking the Vehicle, even for a short period, you undertake to lock it and make use of the Vehicle's alarm and/or immobilisation equipment. You must never leave the Vehicle unoccupied with the keys in the ignition. Non-return of the keys will lead to invalidation of the theft cover.

You undertake to use the Vehicle in a responsible manner and in particular, only for the purposes for which it is intended. For a car, this means primarily carrying passengers other than for hire and reward.

In particular, you must not use the Vehicle under any of the following conditions or for any of the following purposes:

- driving the Vehicle under the influence of alcohol, drugs or any other type of narcotic substances,

- transportation of inflammable or dangerous goods, as well as toxic, corrosive, radioactive or other harmful substances,
- carrying anything which, because of its smell or condition, harms the Vehicle or causes SRS to lose time or money before it can rent the Vehicle again,
- transportation of live animals
- with a roof rack, luggage carrier or similar, unless supplied by SRS,
- re-rental to or use by other persons,
- carrying passengers for hire or reward,
- participating in rallies, competitions or trials, wherever they may take place,
- giving driving lessons,
- pushing or towing another vehicle or exceeding the authorised load weight.
- intentionally committing any offence.
- none of the goods and baggage carried in the Vehicle, including their packing and stowage equipment, will be permitted to damage the Vehicle, nor put the occupants abnormally at risk,
- in any way which breaks the highway Code, road traffic laws or any other laws.

You will be liable for any offence committed during the rental period which relates in any way to your use of the Vehicle, as if you were the owner of the Vehicle. Upon the request of the Police or any official body SRS may have to transfer your personal data. Such transfer will be done in accordance with the data protection Laws of the country of rental.

4.3 Maintenance / Mechanical Problems

The Vehicle has been provided to you with a full set of tyres in good condition. In the event that any of them is damaged for any reason other than normal wear and tear, you undertake to replace it immediately at your own expense with a tyre of the same dimensions, type and wear characteristics.

You must stop the Vehicle if any of the instrument panel warning lights, which are intended to indicate the existence of a mechanical problem, light up, or if you become aware of anything else which may indicate the presence of a mechanical problem with the Vehicle.

If the odometer has stopped functioning for any reason other than a technical failure, you will be required to pay a distance charge according to the rates in force in the country of rental.

When the rental starts, the Vehicle will be roadworthy and fit for normal use. If it is not, or if it becomes un-roadworthy or unfit for normal use during the rental because of mechanical breakdown or accident, you must inform SRS by using the emergency telephone number shown on the wallet of the rental agreement.

SRS will have the choice between replacing the Vehicle or accepting repairs to be done to the Vehicle. In the latter case, repairs can only be made after written or oral confirmation from and instructions given by SRS as well as prior acceptance by SRS of the estimation of costs..

The fees and expenses of any repair undertaken without the order of SRS will not be reimbursed to you.

You must inform SRS of all accidents, damage to or breakdowns of the car. When you return the Vehicle. You will remain liable for any damages to SRS.

In any case, neither SRS nor its directors, officers or employees will be liable to you for any loss or damage (including but not limited to loss of profit or earnings...) nor, to the extent permitted by the Law, for indirect consequential damages whether your action is based on contract or in tort.

4.4 Breakdown Assistance

For the length of the rental, as agreed with SRS, you have the benefit, at no extra cost, of a Breakdown and Assistance Service. If required, this service can be contacted by calling the telephone number indicated on the wallet of the rental agreement.

In order to benefit from this cover, you must make contact with the SRS immediately after the occurrence of the incident. If you do not contact SRS and if you initiate steps or make any disbursements without the prior consent of SRS, you will not be able to claim for reimbursement of the expenses. The rule of prior approval does not apply in the event of breakdown on motorways and solely in this case. Consequently, the roadside repair or towing expenses will be reimbursed to you.

5 RENTAL PERIOD

5.1 Principle and Calculation

You undertake to return the Vehicle to SRS at the agreed place, on the date and at the time indicated on the rental agreement.

The maximum duration of a rental agreement may vary. The rental duration is calculated on the basis of indivisible periods of 24 hours, starting from the time the Vehicle is made available. However, a 30 minute grace period is applied at the end of the rental before the start of a new 24-Hour period.

5.2 Extension of the Original Duration of the Rental

Should you wish to keep the Vehicle for a period longer than that originally set out in the rental agreement, you are must first contact by phone SRS in order to extend the duration of the rental agreement.

The Vehicle is insured for the period mentioned on the rental agreement. Unless otherwise agreed in writing by SRS, once this period is passed, the contracting party remains liable for any damages to SRS.

5.3 Delivery and Collection Terms

Where you ask SRS and SRS agrees to deliver the Vehicle or to collect the Vehicle, you may have to pay additional charges and follow additional instructions. You must check at the time of reservation.

When you return the Vehicle, or if SRS has agreed you will do so, when you leave the Vehicle for collection by SRS, you must complete the details of the date and time of return, the mileage and fuel gauge reading and other information shown on the rental document wallet. You must also do anything else, which SRS requests as a condition of agreeing to collect the Vehicle.

You must return the Vehicle immediately if SRS asks you to do so. In the event that the Vehicle is not delivered to SRS upon request you hereby authorise SRS to enter your premises and to do any and all other things necessary to repossess the Vehicle. You will be liable for any costs associated with such repossession. SRS may repossess any vehicle without notice or liability where SRS deems that such repossession is necessary for its own protection.

5.4 End of Rental

The end of the rental is defined by the return of the Vehicle and of its keys to SRS at the agreed location. This must be done to a employee and under no circumstances should you give the keys to any person present at the SRS location and who you assume or who purports to be a employee. If explicitly mentioned in writing in the rental agreement the keys may be returned to the reception desk of a hotel.

If the Vehicle is returned without its keys, you will be invoiced for the cost of the replacement keys. SRS strongly recommends that you carefully read this information available at counter

Under no circumstances will SRS accept any liability for articles that may have been left in the Vehicle at the end of the rental.

IMPORTANT NOTE:

Outside the normal opening hours, depositing the keys and documents in a letter box does not constitute the end of the rental. You remain liable for any damages until a SRS employee takes possession of the Vehicle, documents and keys when the location opens.

5.4.1 In the event of confiscation, theft or accident

In the event of measures by third parties, including attachment, confiscation or impounding of the Vehicle, you must immediately inform SRS in writing. SRS will then be entitled to take all measures which it deems necessary to protect its rights. You will be liable for all damage, cost and/or expenses associated with the above measures and for any direct, indirect, consequential damages (such as loss...) to the Vehicle unless it is demonstrated that SRS is directly responsible for such confiscation or impounding of the Vehicle.

Furthermore, the rental agreement may be automatically terminated as soon as SRS is informed of such action by the legal authorities or by you.

Any use of the Vehicle which may be detrimental to SRS will entitle SRS to automatically terminate the rental agreement with immediate effect. You will then return the Vehicle immediately as soon as SRS so requests.

In the event of theft of the Vehicle, the rental agreement will be terminated as soon as SRS has received a copy of the theft declaration made by you to the police authorities.

In the event of an accident, the rental agreement will be terminated as soon as SRS has received a copy of the accident report completed by you and, where applicable, the third party. If SRS provides a new vehicle, the rental agreement will be amended accordingly.

Furthermore SRS will have no responsibility for loss, theft, robbery or damage of whatever nature relating to objects and/or utensils transported or which are found in the Vehicle including, in particular, baggage and/or goods.

6 RATES / TERMS OF PAYMENT

6.1 Rates

The total charges for each rental will be determined according to the price list applicable at the time of rental. If you do not meet the preconditions for a contractual rate, then the standard rate is to be paid.

In the event of one-way rental, the one-way rate is applicable.

6.2 Terms of Payment

When payment is made by means of a credit card, an authorisation will be requested prior to the start of the rental.

When the Vehicle is returned, the invoiced amount will be charged to the credit card provided, unless you present another means of payment.

In the event of non-payment by the due date shown on the invoice, you will be liable, for payment of interest on the due amount in accordance with the details on the invoice, if any.

Non-payment by due date of any invoice or any other non-payment will render all outstanding invoices due immediately and will authorise SRS to require immediate return of any vehicles still on rent and to terminate the agreements relating to such rentals.

The tariffs applicable to the rental, to the additional services and to the optional covers or insurances are those which are in force on the date of issue of the rental agreement, and correspond to the characteristics you originally indicated at the time of reservation (Vehicle type rental, duration, return station...). Any modification in the characteristics will entail the use of an appropriate alternative tariff.

Should the Vehicle not be returned with a full fuel tank, you will be charged for the missing quantity of fuel and for the refuelling service.

7 INSURANCE

All the vehicles in SRS's fleet are insured against Bodily Injury and/or Property Damage that you might inflict on a third party as a result of an accident involving the Vehicle. The amounts for such liability cover are available on request in the country of rental.

In particular, you must comply with the rule concerning permitted destinations, as set out in Article "use of the vehicle" above, in order to have the full benefit of the insurance provisions.

IMPORTANT NOTE:

Damage to the under body-work and/or roof due to collision with bridges, tunnels, overhanging structures etc., is excluded from the damage cover, unless force majeure can be proved. Exceptions to this regulation may apply in some countries.

7.1 Liability in the Event of Damage to the Rental Vehicle or Theft or Conversion thereof

7.1.1 You will be liable for any damages to SRS when renting a Vehicle that has been entrusted to you.

Therefore, in the event of theft of the Vehicle or damages caused to it, you must fully indemnify SRS (the indemnification will include the amounts corresponding to the repair costs, resale value of the Vehicle, loss of use, administration charges...).

The amount will not exceed the market value of the rented vehicle at the time of the event.

Therefore, at the end of the Rental, **IN THE EVENT OF DAMAGE OR THEFT, YOU WILL BE DEBITED** with an amount equal to the non-waivable excess charge according to the tariffs in force in the rental country. **IN THE EVENT OF LIGHT DAMAGE, YOU WILL BE DEBITED** according to the provisions of section 6.1.2.

You are advised that any waivers you may have chosen will be invalidated if you fail to take reasonable measures for the safety of the Vehicle, its parts or accessories, or fail to comply with all restrictions on the use of the Vehicle or otherwise abuse or misuse it.

You will not be exempt from liability towards SRS in the case of breach of contract. Therefore, you will be responsible for any financial loss SRS suffers as a result of such breach and for any relevant claims made by other people. You agree to pay any amounts SRS spends in enforcing these terms.

THEREFORE IN ANY CASE, NEITHER SRS NOR ITS OFFICERS, DIRECTORS, EMPLOYEES WILL BE LIABLE TO THE CONTRACTING PARTY FOR ANY AMOUNTS NOR FOR ANY ACTIONS, LAW SUITS OR CLAIMS RELATED TO ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE DAMAGES (SUCH AS LOSS OF BUSINESS, LOSS OF PROFIT) ARISING OUT OF OR IN CONNECTION WITH THE RENTAL OR THE USE OF ANY VEHICLE WHEHER THE ACTION IS BASED ON CONTRACT OR IN TORT. YOU WILL INDEMNIFY AND HOLD EUROPCAR HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE RENTAL AND/OR THE USE OF THE VEHICLE.

If the loss suffered by SRS is subsequently reduced (recovery of the Vehicle within 60 days, partial or total liability on the part of the Third party), you will receive the corresponding reimbursement.

7.1.2 Light damage (valid only if applicable)

Both at check-out and check-in SRS will, together with you, record in the rental agreement all visible light damage to a vehicle in compliance with the detailed list of light damages and repair costs displayed at the counter which you hereby acknowledge.

At check-out unrepaired damage must appear on the rental agreement with the appropriate signatures by you and SRS. At the end of the rental i.e., at check-in, the identification of any new light damage must be added to the rental agreement. Any new light damage will be immediately pointed out to SRS, mentioned in the rental agreement, and signed by you and SRS. This damage will be charged to you at the repair price.

These repair costs will be directly billed to you by SRS and will include the cost of the damage repair as well as administration charges, immobilisation costs, spare parts and labour

costs. The above-mentioned invoiced repair costs are payable under the same conditions as for the payment of the rental agreement.

Europcar strongly recommends that you carefully read this information available at counter

7.2 Summary of the Optional Contractual Guarantees Offered by Europcar

ALL THE FOLLOWING GUARANTEES ARE ONLY APPLICABLE FOR THE DURATION OF THE RENTAL AGREEMENT AND SUBJECT TO COMPLIANCE WITH THE REQUIREMENTS OF THE TERMS OF SECTION 4.

You acknowledge that you have read and understood the following summary of the terms relating to optional Exoneration and/or Limitation of Liability ("ELL") guarantees and that you may elect to choose any of the optional ELL guarantees by so indicating on the rental agreement.

CDW (Collision / Damage Waiver):

If chosen and indicated in the rental agreement or if included in the rate, this facility will limit your liability for any damage to the Vehicle which is not otherwise recovered from a third party, subject to the Non-Waivable Charge. Exceptions to this regulation may apply in some countries.

NWC (Non-Waivable Charge):

Fixed amount charged for every rental for which CDW has been taken out and where the Vehicle is returned damaged and the repair costs are not recovered from a third party. The amount of Non-Waivable charge may vary from time to time. Details are available at time of rental.

TW / TP (Theft Waiver / Theft Protection):

If chosen and indicated in the enrolment form or if included in the rate, this relieves you of your financial liability in the event of the Vehicle being stolen, except where incurred through negligence and/or breach of contract.

Subscribing to the CDW option alone does not necessarily provide this cover. TW may be mandatory in some countries and is strongly recommended in many countries. It may be subject to a non-waivable charge.

8 DATA PROTECTION LAW

Please note that in the course of the performance of the booking as well as the rental process, SRS collects some personal data. It is mandatory to provide all the information requested; in the absence of such information, SRS will not be able to correctly ensure the booking and/or the rental.

You may correct factual errors in that data by sending a request to us pointing out the error. You should contact our main office for information about how to exercise these rights.

In order to allow us to provide you with effective services, SRS may from time to time transfer data collected to other companies in the EU or outside the EU. This transfer does not imply any restriction and our privacy policy will be fully applicable. By accepting these General Rental Terms, you hereby authorize SRS to proceed with such a transfer.

Are your prices fully inclusive? • Answer: Yes, our prices include VAT at 16%, insurance (including Collision Damage Waiver and bail bond), unlimited mileage and delivery to the airport or your holiday destination. There are no hidden extras.

Is there an excess on the insurance? • Answer: Yes, the renter is responsible for a maximum of 400 EUR of damage sustained to bodywork, and wing mirrors. If the accident is not your fault and if the claims form is filled in correctly and signed in agreement by the other driver then this excess value can be claimed back. Tyres, wheels, windows, locks, roof, underside, interior, lost or damaged keys, willful damage or damage through negligence is the responsibility of the driver in full. N.B. Driving under the influence of alcohol or drugs is a very serious offence in Spain and is considered negligent. Traffic fines, speeding tickets and towing charges incurred through improper use are the responsibility of the driver.

What is the minimum driver's age? • Answer: You have to be a minimum of 25 years old and have held a full driving licence for at least 2 years.

Do you supply roof racks and baby seats?

How much do they cost? • Answer: Yes we do baby seats and boosters are available for all vehicles. Roof Racks, and iPod connectors are only available for certain vehicles. Please check availability at time of booking.

Does the car come with a full tank of fuel? • Answer: Yes, normally the car will be full and should be returned the same.

How do I get a quote from you? • Answer: Our prices are as advertised on our website and can be found [here](#), but if you wish to have the price confirmed in writing by a member of our staff you can either e-mail us at barrysrs@live.com or call us on 648 533 962

- Your name and a contact number.
- What vehicle do you require?
- Where do you want the car delivered?

- What dates?
- What time of arrival and return?
- Please supply flight numbers when possible.

• Question: **How do I book a car with you?** • Answer:

You can reserve a car through our website by filling in your details and submitting our online booking form for the vehicle you require. You can see all our [available vehicles here](#). Alternatively, you can e-mail us direct at _____.

If you wish to speak to someone in person about your reservation you can telephone us on 00 34 648 533 962.

• Question: **How and when do I pay?** • Answer: You can pay on arrival at the airport or upon delivery of your car to your holiday destination. We accept Visa, MasterCard or euros cash. However, if you wish to pay with cash we will take an impression of your credit card to cover the tank of fuel.

• Question: **What should I do in the event of a breakdown or accident?** • Answer: Telephone us immediately for assistance. The emergency numbers are printed at the top of your copy of the contract.