

PORUGAL
Terms & Conditions

General Rules

All drivers must carry a valid license from their country of residence along with passport or ID and credit card for the deposit amount with the sufficient amount. Driving license printed with non-Roman Alphabet (Arabic, Chinese, Japanese, Cyrillic etc) must be complemented by an international driving license or official translation. Any driving license with two endorsements will make the booking null and void. All drivers must carry a valid full license from their country of residence. If it is not in English, you must also present an International Driving Permit or a suitable translation. The license must be valid for the entire rental period. The license must be held for a minimum of 1 year. VAT is 23% included in rates.

DRIVER'S AGE:

Minimum age 23 years, having a driving license of at least 12 months and in some car groups different ages limits may apply. The maximum age limit is 65 years. The company has the right for security reasons to prevent car rental if they deem the driver unsuitable.

YOUNG /SENIOR DRIVER(S)

Not allowed.

ADDITIONAL DRIVER(S)

Additional drivers must meet all rental requirements. Additional drivers can be added to the contract at any rental branch. Daily charge of €8 for each additional driver.

PAYMENT METHOD:

For all categories, the lessee must present a credit card under the driver 's name to cover the amounts related to the guarantee/Deposit and the payment of the rental cost (for non-prepaid reservations). For every car rental, a credit card is always required as a guarantee, even if the renter pays the rent in cash. Accepted cards: VISA & MASTERCARD only.

PRICE AND INFRINGEMENTS

All fines and administrative penalties resulting from the driver's fault are fully borne by the lessee.

SAFETY – THIRD PARY LIABILITY (TPL)

It is offered **free of charge** and covers Compensation in case of death. Civil liability to third parties for death, bodily injury, and property damage. **Third Party Liability Coverage:**

- Material Damages
- Bodily Injuries:
- Optional Civil Liability Extension:
- Driver Medical Expenses:
- Passenger Medical Expenses:
- Death or Permanent Disability:

WARRANTY

For all rentals, upon receipt of the car, a deposit amount will be reserved on the driver's credit card which will be returned in full at the end of the rental, if no other charges arise. The release of the amount can take up to 30 days depending on the issuing bank of the card. The amount of the warranty varies by car category. The vehicle provider is the ONLY responsible for releasing the pre-authorized amounts to credit card or assist the client to receive the deposit back. H-Lead has no authority or responsibility over these transactions. The vehicle provider agrees that the Customer's liability for any damage shall be limited to the amount of the stated excess, irrespective of the number of incidents. In the event of multiple damage occurrences, the excess shall be applied only once per incident. The vehicle provider further agrees that it is strictly prohibited from charging the excess more than once for the same incident or for multiple incidents where the total damage does not exceed the stated excess.

COMPULSORY INSURANCE AND SUPPLEMENTARY COVER

Compulsory insurance only covers the payment of compensation for bodily injury and material damage caused to third parties. The User is responsible for paying for damage to the Vehicle and/or the equipment or devices installed in it that are attributable to him/her, up to the limit of the excess indicated in the Schedule, without prejudice to the User's full liability for damage caused by willful misconduct, negligence or that is not guaranteed by insurance cover. The User may take out a deductible reduction (CDW), which reduces the User's liability up to the limit of the deductible stated in the Schedule, for damage caused to the Vehicle as a result of a road accident (crash, collision or rollover), with the exception of damage to the windows, tires and wheels of the Vehicle and those caused by acts of vandalism or exemption from excess (SCDW), which eliminates the User's liability for damage caused to the Vehicle as a result of a traffic accident (collision, crash and rollover), with the exception of damage to the windows, tires and wheels of the Vehicle and those caused by acts of vandalism, intent and/or negligence.

Collision Damage Waiver (CDW)

The renter's liability for damage to the rented vehicle may be limited, provided that the Traffic Code is not violated.

Excess will be charged per incident. CDW never covers damage to tires, glass, exterior mirrors, underside, interior, roof, engine, damage to the locks and loss of vehicle keys.

Super - Collision Damage Waiver (S CDW)

The renter's liability for damage to the rented vehicle may be limited, provided that the Traffic Code is not violated. Excess will be charged per incident. SCDW covers damage to glass, tires and exterior mirrors. It never covers damage to the underside, interior, roof, engine, damage to the locks and loss of vehicle keys. There is no extra handling fee or expertise fee. This coverage minimizes your excess and deposit amount, the amount that will be preauthorized on your credit card.

THEFT PROTECTION (TP)

Theft protection is included in the rates and should be included in the voucher. If car key is stolen, then an amount equal to excess claim amount will be charged. Renter must present the key to the insurance company to qualify for coverage, otherwise the insurance will be invalidated, and the renter will be liable for the full amount due to the loss of vehicle. In the event of any damage to the vehicle for theft reasons, the insurance does not cover the renter. In cases the TPC is not included Renter has the obligation to compensate the Lessor in the event of theft, loss, or damage to Vehicle and to any person (including his co-passengers) as well as to pay all losses & damages suffers by the Lessor. More specifically: a. Renter is responsible for all the damages he has caused to Vehicle or to others in case he had violated the terms of use of Vehicle or in case he has been driving same in an illegal manner or in violation of the Portugal Driving Code. b. Renter is responsible for partial or total theft or loss of Vehicle unless the Lessor releases Renter from the responsibility for total theft or loss of Vehicle. Such release is valid provided that Renter has already accepted at the beginning of rental the daily charge and the conditions of «Theft Protection» (TPC) of Vehicle, as these terms are defined in the official Lessor's price-list (tariff), by marking in the «Accepts» box on the front side of this agreement, provided that Renter has taken all the precautions to avoid total theft or loss of the Vehicle and has used it in compliance with the terms of this agreement. It is expressly agreed that theft or loss of the parts accessories and / or equipment (partial theft) of Vehicle is not covered by the above-mentioned acceptance of «Theft protection» (TPC). c. Renter is responsible for damage to the Vehicle due to collision or fire.

Below are the excess & deposit amounts of each booking, however, during periods offers may apply and change these amounts which will be included inside your voucher.

example vehicle	excess	deposit	CDW / TPL /TP INCLUDED	SCDW Fee/day	EXCESS	DEPOSIT	R.A.
SMART F2	2.145 €	2.145 €	YES	20,00 €	1.430,00 €	429,00 €	8,00 €
SMART F4	2.145 €	2.145 €	YES	20,00 €	1.430,00 €	429,00 €	8,00 €
MB CLASSE A	2.145 €	2.145 €	YES	20,00 €	1.430,00 €	429,00 €	8,00 €
MB CLASSE A SALOON	2.145 €	2.145 €	YES	20,00 €	1.430,00 €	429,00 €	8,00 €
MB CLASSE A	2.145 €	2.145 €	YES	20,00 €	1.430,00 €	429,00 €	8,00 €
MB CLASSE B	2.145 €	2.145 €	YES	20,00 €	1.430,00 €	429,00 €	8,00 €
MB CLASSE B	2.145 €	2.145 €	YES	20,00 €	1.430,00 €	429,00 €	8,00 €
MB CLASSE CLA	2.145 €	2.145 €	YES	23,00 €	1.430,00 €	429,00 €	8,00 €
MB CLASSE GLA	2.860 €	2.860 €	YES	27,00 €	1.430,00 €	429,00 €	8,00 €
MB CLASSE GLB	2.420 €	2.420 €	YES	27,00 €	1.430,00 €	429,00 €	8,00 €
MB CLASSE GLC	2.200 €	2.200 €	YES	34,00 €	1.430,00 €	429,00 €	8,00 €
MB CLASSE C	2.420 €	2.420 €	YES	27,00 €	1.430,00 €	429,00 €	8,00 €
MB CLASSE E	2.860 €	2.860 €	YES	30,00 €	1.430,00 €	429,00 €	8,00 €
Vito	2.145 €	2.145 €	YES	30,00 €	1.430,00 €	429,00 €	8,00 €
Classe V	2.860 €	2.860 €	YES	30,00 €	1.430,00 €	429,00 €	8,00 €

EXTRAS

All extras are on request and depend on availability at the time of pick-up.

Administration fees (IAF)

The driver is charged € 50 including VAT in case of accident, regardless of fault, as well as in case of a fine resulting from a violation of the Law. This amount is non-refundable.

GAS/OIL POLICY

The renter on the return of the vehicle delivers the car at the same level of gasoline / diesel that received it. If this is less than the one who received it, then it will be charged on the spot with the difference between Fuels and in addition the fuel service charge.

REFUELING CHARGE

Same to same fuel policy. The same % battery in the case of electric Vehicle rental. In case fuel is not at the same level a Fee € 20 and plus missing fuel will be charged.

Roadside Assistance

Roadside Assistance Package is included in case of car breakdown. Extra charge 8 € per day covers any roadside assistance for fuel service, dead battery, key lockout, lost key replacement delivery, tire change service.

CHILD SEATS

Available only after reservation and with a charge of € 6 daily VAT included. The maximum charge 50 €.

BIOLOGICAL WASH FEE

In case you need additional cleaning – biological or the car returned too dirty, the charge is 15-80 € VAT included.

PETS

Pets are not allowed.

CAR TYPE CHANGES

The company reserves the right, subject to availability, to provide a different type of car from that of the original reservation with a corresponding, or larger category.

Delivery-Collection Policy + OOH Fees

Charge for each delivery or pick-up after office hours, 45 € VAT included.

DELIVERY AND RECEIPT

Renter received Vehicle, which he examined and found to his complete satisfaction, in perfect condition & appropriate to the purpose he rents it. Renter must return Vehicle and all documents, tools & accessories that accompany it to the Lessor in the same condition he received it at the location and on the date designated in this agreement. Otherwise, and upon expiration of the Rental period. The renter

will be obliged to pay to the Lessor the normal rental charge plus expenses for any loss or damage. The Lessor reserves the right to gain repossession and use of vehicle at any time without notice and without Renter's consent, but at Renter's expense from wherever and by any means if at the discretion of the Lessor there is danger or damage or loss of Vehicle as well as risk of not receiving the rental charge or any other due compensation. The Lessor has the right beside the above-mentioned case to gain repossession and use of Vehicle if it has been used in violation of this agreement or of designated Rental period. In detail:

DELIVERY OF THE VEHICLE

H-LEAD's car rental provider will provide the User with the General and Particular Conditions of the hire prior to signing the Contract, providing the necessary clarification for full understanding, informing the User in advance of the activation of the security deposit for damage to the vehicle, the proof and the value of the damage. Delivery of the Vehicle to the User will take place on the date, time and place indicated in the Particular Conditions of the Contract. The delivery of the Vehicle is preceded by a check by car rental company and the User, as a result of which a 'Vehicle Check Sheet' is drawn up, which forms an integral part of the Contract, describing the state of repair of the Vehicle and indicating any defects and/or damage, and is validated by both by signing it. The Vehicle is delivered by the car rental company with a full tank of fuel or battery, in the case of an electric Vehicle. If the User wishes to extend the rental period, they must first contact the car rental company to sign a new contract or renew the current one, subject to approval. The car rental company guarantees the provision of an equivalent service or the availability of a superior vehicle in the event of the unavailability of the vehicle previously hired or booked, or in the event of a breakdown, at no additional cost to the User. In the case of a request made by an Insurance Company, car rental company will fulfil the type of Vehicle corresponding to the request made and will abstain from any responsibility for it.

CONDITIONS FOR RETURNING THE VEHICLE

The User undertakes to return the Vehicle, on the date, time and place indicated in the Particular Conditions of the Contract, in the condition in which it was delivered to him/her, as set out in the 'Vehicle Control Sheet'. If the Vehicle is not returned in the same condition in which it was delivered, the User will be responsible for paying the full amount of the damage incurred during the term of the Contract and If it is not clean a cleaning fee starting from 15 eur. If the Vehicle is delivered on the aforementioned date, but after the time indicated for delivery, the User will be charged the amount corresponding to an additional day's hire (24 hours). The User undertakes to return the Vehicle filled with fuel or with at least 70 per cent charge on the battery or with the same percentage as when it was picked up, in the case of an electric Vehicle. On the date the Vehicle is returned, car rental company will provide the User with a signed document stating that the Vehicle has been delivered by the User and accepted by the car rental company. In the event of early return of the Vehicle, the car rental company is not obliged to refund the User the remaining amount of the rental. The car rental company is not liable to the User or any passenger for the loss of or damage to objects left in the Vehicle, either during or after the hire period.

CONDITIONS OF THE USE OF THE VEHICLE

The Vehicle is intended to be used exclusively by the User indicated in the Particular Conditions. The User undertakes to use the Vehicle with zeal and care, keeping it safe and in perfect condition, and may not use the Vehicle: a) To transport passengers for a fee; b) To transport goods, in violation of the law; c) For sporting events or training, whether official or not; d) By anyone under the influence of alcohol, drugs or any other substance that directly or indirectly reduces their perception and ability to react; e) By drivers not identified in the Particular Conditions of the Contract; f) Outside national territory,

without express authorization from the car rental company for this purpose. In the event of an accident in which it is found that the Vehicle was being driven in any of these circumstances, the User will be liable for payment of all expenses incurred in repairing the Vehicle and other damage caused, as well as payment of compensation corresponding to the time the damaged Vehicle was paralyzed. During the rental period, the User is solely responsible for the cost of refueling or topping up. If the User refuels the Vehicle with fuel other than that used by the Vehicle, the User will be responsible for the costs arising from the full replacement of the fuel, as well as for all costs arising from the change of fuel. Tampering with and/or adulterating the odometer or any other devices, accessories or equipment installed in the Vehicle, as well as altering its characteristics, is expressly prohibited. Without prejudice to the initiation of the appropriate legal proceedings, administrative offences or any other proceedings applicable to the case, violation of the provisions of the preceding paragraphs obliges the User to compensate car rental company for the damage caused. The User is responsible for the payment of any fines, penalties and/or sanctions set by the competent authorities following administrative offence or other proceedings.

General Protections/Waivers conditions

Damage to tires, tire rims, all glasses, clutch, vehicle interior, flat tires, vehicle underside are not included. Engine damage and oil /gasoline pump damage due to incorrect fueling are not covered by the insurance. damage to the clutch kit, (manual or automatic), damages on the gear box etc are not covered by the insurance. The company reserves the right to invalidate the acquired Protection coverage if:

- Gross negligence or driving without due care on behalf of the customer is determined.
- If the customer drives the vehicle off road.
- Neglect to gather pertinent evidence of damage, such as photographs, statements, third-party information pertaining to witness statements, police reports, and any other supporting documentation.
- The customer is found to be driving under the influence of drugs, alcohol or any other controlled substance.
- The vehicle is found to have been driven by an unauthorized person.
- Accident caused by the driver that can be avoided will be classed as diver negligence. Accidents or damage caused by actions deemed negligence may result in full liability and all associated costs to the negligent party (the driver).
- If the car's bodywork gets damaged, you're covered by the Collision Damage Waiver (Terms apply). This means that the amount you'll pay for repairs most is the excess damage. (Terms apply)

Grace Period

The rental day is calculated as 24 hours and 30 minutes. In case the rental exceeds this period, an additional rental day will be charged.

Late Return Charge

All customers must inform the car rental company for a possible extension of the rental within the opening hours of the stores, to avoid the imposition of the Late Return Charge. If the car is returned late

or more than the agreed return time, then there will be a Late Return Charge at a cost of 20 €, for each day or part thereof, in addition to the cost of the extra rental day.

EXTENSION OF RENTAL PERIOD If Renter wishes to prolong the rental period of Vehicle, he must notify the Lessor in writing at least twenty-four (24) hours before the end of the period to receive the respective written approval. If he fails to do so he will have both civil and penal liability for illegal use and possession of Vehicle. In case of extension of rental Renter shall be bound by the terms and conditions of both initial agreement and the rental extension agreement, whether concerning the Vehicle or any replacements thereof.

Complaints and procedures

In any case, where there are complaints from a client or its cooperating offices (AGENCY) abroad , it should be notified on the rental desk and send by email to our customer care department at customercare@h-lead.gr and the vehicle provider should provide the proper solution to the client. No refunds claims will be accepted or considered as valid if the complaint is not acknowledged by the vehicle provider and the customer care department within the rental days agreement and upon pick up-during-drop off period. All added values, extras, insurance etc. are optional and non-refundable once the clients agree to pay for the additional services by signing the agreement. In any case of overbooking, the vehicle provider must protect both the end customer and the interests of the agency by providing the customer with a car of the same category or higher. If the reservation is not serviced as initially confirmed, the vehicle provider is charged with the extra cost of charge. If the car is downgraded the vehicle provider should compensate the client or cover the extra cost in case the client refuses to accept it. It is expressly agreed that the Licensor bears no responsibility for any breach of the terms of the lease agreement signed between the customer-lessee and the vehicle provider, which binds only the customer-lessee and the lessor of the car, as well as for any violation of legal provisions by the customer-lessee and the Franchisee during the use of the leased car and for material damage or bodily injury caused to third parties due to a harmful incident involving the rented car. If the vehicle provider delivers the leased vehicle to Licensor's customer without having the documents required by law, Licensor shall have no legal liability to vehicle provider, the customer and any third party harmed using the leased vehicle. Furthermore, Licensor shall not be liable for any fines or administrative penalties imposed by the competent governmental authority on the Franchisee due to the lack of the aforementioned documents or the existence of any informality in them. It is expressly agreed and clarified at this point that the Licensor mediates only for the preparation of car leases between the customer and the Franchisee and its liability is limited exclusively to the payment of the rent, in those cases where the Licensor has received it directly from the customer through the procedure, and under the terms and conditions referred to in the provisions of the articles of this contract.

ACCIDENTS

In the event of an accident occurring during the term of the Contract, the User must request the presence of the police authorities at the scene, complete the Friendly Declaration and notify the car rental company within a maximum of 24 hours. The User undertakes to provide car rental company with the information they have on the incident, including the report drawn up by the police authorities involved. The User undertakes not to leave the Vehicle without taking the appropriate measures to protect and safeguard it, except in duly justified cases of force majeure.

In case of any accident or any other incident (fire, theft, etc), Renter or the additional driver(s) are obliged to immediately do the following: a. Not acknowledging liability or guilt and claims of third parties in any way, direct or indirect. b. Note the names and the addresses of eyewitnesses and the name & the address of the driver & the data of the vehicle, with which Vehicle may have collided. c. Notify the Police to investigate the liability of the third party and provide care for any injurers. d. Contact the Lessor immediately by phone or other means. e. Obtain all relevant information from any third party. f. Photograph the location of the accident & the vehicles participating in the accident, if possible. The renter must complete and sing an accident/theft report latest within twenty-four (24) hours at the nearest Lessor's branch and send any relevant documents or information to the Lessor. In case of theft or loss of Vehicle Renter must report the incident in writing at the nearest police department within twenty-four (24) hours. . The renter's liability for damage to the rented vehicle may be limited, provided that the Traffic Code is not violated. Police reports are mandatory otherwise all fees, fines, and repairing costs are being applied to the renter.

In case of car damages the vehicle provider will calculate the repair costs and provide you the car damage report with the final invoice to be paid. It is under the renter's responsibility to take pictures of the car damage before and after the car rental.

The vehicle provider may refuse to replace a car if the car crashed due to renter's responsibility, if there is no availability and/or for security reasons.

The vehicle provider may replace the car within 24-72 hours in case of car breakdown and if it is vehicle provider's responsibility.

MAINTENANCE AND REPAIR

Normal mechanical maintenance arising from regular use of the Vehicle is the responsibility of the car rental company. Any notice of an anomaly, malfunction or immobilization of the Vehicle must be immediately reported by the User to the car rental company. If, for any reason, it is not possible for the car rental company to repair the Vehicle, the repair by a third party may only take place with the prior written agreement of the car rental company and in accordance with the instructions given by the latter, and in these cases always at Authorized Workshops. For repairs carried out under the previous point, a detailed invoice for the repair carried out and/or parts replaced must be issued in the name of the car rental company.

Driver Experience	Young Driver 21-24 y.o Fee/day	Shows GPS-Roof Racks	Late Return	Admin cost Fee per accident	Add. Driver	Inf/chd seats Fee/day	Refueling Charges Fee	E-TOLL	Extra Cleaning	OOH	Cross Border Fee	Mileage	Fuel policy
VAT 24% IS INCLUDED													
1	N/A	N/A	45,00 €	50,00 €	8,00 €	6€ / 50€ max	20 € + missing fuel	2,21€ / 22,14€ max	15,00 €	45,00 €	50,00 €	UNLIMITED	Same to same

Cancellations will be made through the XML System.

Cancellations and no-shows' policy:

Within 48 Hours prior arrival for all **prepaid bookings** = 100% charges

Non-Show = 100% charges

Booking is valid up to +1 hour maximum of the scheduled time.

In case of further delay, the Car rental company has the right to cancel the booking with 100% charges.

ALL TERMS MAY CHANGE WITHOUT PRIOR NOTICE.