

**TERMS AND CONDITIONS**  
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**GENERAL RENTAL CONDITIONS**

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## **Art. 1 – Object of the contract**

With the contract the company Viaggiare S.r.l (hereinafter "Landlord"), with registered office in VIA XI FEBBRAIO, 4 - 38051 BORGO VALSUGANA (TN) Tax Code. and VAT number no. 02348700226 delivers the vehicle described to the Renter (hereinafter "Customer") for the period of time and under the conditions specified in the rental letter.

The contractual relationship between the Lessor and the Customer is governed by the following documents:

- a) the Contract (also called Rental Letter) signed at the time of collection of the vehicle which summarizes the conditions and data applicable to the rental, including the characteristics of the vehicle, its state of use at the time of delivery, the times and places of rental the beginning and end of the rental, including additional services, costs, operating insurance and optional limitations on conventional compensation (so-called deductibles). The rental letter will be integrated with information relating to the status of the vehicle at the time of return (called the "Check-in" form), and will be valid as a return report;
- b) these general and specific rental conditions, including any annexes;
- c) the damage table and the official rate can be consulted on the website [www.viaggiarent.com](http://www.viaggiarent.com).

The documentation referred to in points a) and b) will be sent in digital format (pdf) via email to the Customer upon signing the rental contract. It is understood that, if the Customer makes an express request to the operator at the rental desk, the aforementioned documents will also be made available in paper format upon signing the rental contract.

By signing the Rental Contract, the Customer accepts the terms and data contained therein, its attachments, what is indicated on the conditions of the vehicle, the check-out/check-in forms, as well as these General and Special Conditions of Rental. By signing the Rental Contract, the Customer accepts the terms and data contained therein, its attachments, what is indicated on the conditions of the vehicle, the check-out/check-in forms, as well as these General and Special Conditions of Rental.

## **Art. 2 – Driving requirements and rental accessibility**

When collecting the vehicle, the Customer and each authorized driver must show a valid national driving license or permit that allows them to drive the rented vehicle, a valid means of payment accepted by the Lessor, as well as a personal identity document or passport . If the Customer is in possession of a driving license issued by a foreign country outside the EU, it is necessary to also show the international driving license. In the case of a license with characters other than Latin ones and numbers other than Arabic ones (for example Cyrillic, Hebrew, Chinese, etc.), in addition to the international driving license, a sworn translation of the license is required. Both the Customer and each authorized driver, for all categories of vehicles, must be between 25 and 75 years of age as well as be in possession of a valid driving license from an EU/EFTA country qualifying for the type of vehicle rented, issued for at least 12 months and expiring after the rental period. Drivers aged under 25 and over 75 are allowed access to the rental with the application of a daily price supplement (see table "Description of extra costs" in the Special rental conditions section) in relation to some categories of vehicles determined by current legislation. Lessor depending on the age group, however for some categories of vehicles there are specific limitations regarding the age of the driver and/or the duration of possession of the driving license which cannot be waived by applying the supplement. If the Customer is not able to present the required documents when collecting the vehicle, the Lessor may refuse to conclude the contract, or withdraw from it if already signed, without this leading to any violation of the contract on the part of the Lessor or obligation of compensation/compensation for any reason due. In any case, the Lessor has the right to refuse the conclusion of the rental contract at its free and unquestionable discretion.

## **Art. 3 – Rental booking and payment conditions**

1. Reservation allows you to reserve a vehicle and extra options for collection at a pre-arranged date, time and location and for the agreed rental period. The booking can be made in the Agency, online, on the Landlord's website or through third-party intermediaries (brokers). The rental rates in force at the time of booking will be guaranteed when the Customer signs the Rental Contract/Letter, with which the contractual relationship is perfected. Until that moment no information or content assumes contractual significance nor is it offered to the public. All reservations are binding only with regard to price categories and not for vehicle types; the preferences present in the models are subject to the availability of the Lessor and are not guaranteed at the time of booking. In the event of unavailability of the booked Vehicle, the Lessor reserves the right to replace it with one of a category corresponding to or higher than that chosen by the Customer at the time of booking; in case of further unavailability the replacement will take place with a lower category vehicle but with consequent recalculation of the rate. In the event of absolute unavailability to assign a Vehicle, or in the event of the Customer's opposition to the acceptance of a Vehicle other than the category booked, the Lessor's only obligation will be to refund the amount paid up to that point by the Customer for the rental. of the vehicle. The refund will be made at the

discretion of the Lessor by crediting the amount paid by the Customer to the card used for payment or by bank transfer.

For the purposes of validating the booking, the following documents of the Customer and each authorized driver must be provided to the Lessor:

- a) identity document;
- b) in the event that the Customer is the legal representative of the Company, certification from the Chamber of Commerce is required;
- c) driving license issued for at least 1 (one) year in a category suitable for the characteristics of the rented vehicle;
- d) Credit card with expiration of no less than 3 (three) months.

The Lessor undertakes to honor the reservations accepted when the Customer shows up at the rental station counter indicated on the confirmed day and time, with a maximum tolerance of 1 hour. If the Customer shows up after the expected tolerance, the Lessor is exempted from delivering the vehicle without this leading to contractual breach of the same.

The Customer may request a refund of the amount paid for the online booking made exclusively on the website [www.viaggiarent.com](http://www.viaggiarent.com), if the cancellation of the booking occurs within 24 hours prior to the scheduled time for collection of the vehicle; however, if the cancellation occurs within a shorter period of time, the Customer will have the right to obtain a voucher that can be used on a subsequent booking, unless just cause underlying the request is demonstrated and the impossibility of collection. The amount of the voucher will be equal to the prepaid amount minus the 30% penalty and will be usable by December 31st of the year of issue. In any case, the cancellation request must be formally made via email to [booking@viaggiare.it](mailto:booking@viaggiare.it). No refund will be provided for failure to collect if the Customer does not possess the requisites/documentation necessary to stipulate the Contract (valid driving license, credit card in his name, etc.).

In the case of bookings made through third-party sites or intermediaries (brokers), the refund, where applicable, must be requested from the third party through whom the booking was made, according to the terms and methods established by the latter.

2. Payment for the rental, if not prepaid, is made at the rental station by credit card (VISA – MASTERCARD – AMERICAN EXPRESS are accepted), by debit card, prepaid and/or virtual (belonging to the VISA – MASTERCARD – MAESTRO circuit – ATM). At the time of booking or at the time of signing the Contract, the Customer undertakes to present his/her name card to the Lessor who will carry out the relevant pre-authorization as a security deposit according to the criteria established in the art. 9) and to the extent established in the "Table of Deductibles and Deposits" reported in the Special Rental Conditions section.

In the case of rental with a debit card, a debit/prepaid card and the following documents must be presented when collecting the vehicle: driving license, identity card or passport and return airline ticket or similar document. The card is necessary to guarantee the rented vehicle and the security deposit will be charged and/or retained on it (cards from the BANCOMAT, MAESTRO circuit and all virtual cards are excluded for the purposes of the security deposit). The Customer is required to check in advance the availability on the card of a sum sufficient to cover the deposit required for the category of vehicle rented. In any case, the Lessor reserves the right not to deliver the car if it does not deem the guarantees provided by the customer to be sufficient.

#### **Art. 4 – TPL insurance and compensation limitations**

1. Regarding TPL coverage

The Lessor guarantees insurance coverage for Civil Liability towards third parties with reference to people, things and animals. The person transported on the Lessor's vehicle is treated as a third person. The Customer, like the authorized driver, is not guaranteed by any R.C.A. insurance coverage. In the event of damage that concerns you directly or concerns objects or baggage transported. The insurance is not effective (i) if the driver is not authorized pursuant to current legal provisions; (ii) if the transport is not carried out in compliance with the provisions in force or with the indications of the registration document; (iii) in the case of a vehicle driven by a person in a state of intoxication and/or under the influence of narcotic substances, or against whom a sanction has been applied pursuant to articles. 186 and 187 of the Highway Code. R.C.A. the insurance coverage is included in the rental fee and satisfies all legal obligations regarding civil liability towards third parties, with a maximum limit of €25,000,000.00.

If requested, the Customer can choose to purchase, at an additional daily cost, the Driver Accident Coverage (PAI) service, which protects the drivers of rented vehicles if they suffer physical injuries due to a road accident while driving the vehicle.

2. Regarding the limitations of the Customer's liability

The limitations of the Customer's liability are not insurance products but contractual agreements that the Lessor makes available to the Customer. The rental fee includes the CDW (Collision Damage Waiver) limitation of liability

contract and the TP (Theft Protection) theft which, in the event of damage or the occurrence of the event, limits the Customer's liability towards the Lessor to a maximum of amount of the deductible indicated in the Rental Agreement, except as provided in the art. 12. Furthermore, with the inclusion in the rental fee of the "COVER BODY" "COVER GLASS&WHEELS" "SILVER" and "GOLD" supplements (see section Special rental conditions in the "Security Deposits and Deductibles Reduction Table" at the bottom of these conditions general), the deductibles provided by the CDW and the TP may be further limited or excluded completely. It is specified that the limitation of liability for CDW damages only covers damage to the bodywork and not also damage to the following parts and components of the vehicle which therefore remain entirely the responsibility of the Customer: roof, lower part, wheels, windows, interior, gearbox, damage to the engine, in addition to damage due to vandalism in the event of the Customer's failure to report it to the authorities and atmospheric events in the event of fault and/or negligence in the custody of the vehicle. By signing the Rental Agreement, the Customer accepts, declaring to have been informed by the Lessor, that the TPL coverage, within the limits permitted by the applicable legislation, as well as all products for the limitations of compensation will be considered null and void. , and therefore will provide for any protection against third parties (with reference to the R.C.A.) or reduction/elimination for damages or losses towards the Lessor (with reference to the CDW – TP – COVER BODY – COVER GLASS&WHEELS – SILVER – GOLD and any other established conventional limitation) , if the damage or failure to return the vehicle are attributable to willful misconduct, gross negligence, negligence or violations of the Highway Code of the Customer or of the authorized driver(s), or of what is established in these general rental conditions. If the R.C.A. the coverage and compensation limitations are null, as the event is attributable to the Customer based on the above, without deductibility constraints the Lessor is authorized to claim compensation from the Customer up to the total amount of the damage or economic loss suffered ( in this case, the greater of the two amounts will be charged).

In case of purchase from third parties of insurance deductibles, or similar products to cover the deductible provided for the compensation limitations of the Lessor, the Customer will in any case be held responsible towards the Lessor for any amount due up to the deductible indicated in the rental contract and will remain the responsibility of the Customer request the relevant reimbursement from their insurer and/or third parties.

#### **Art. 5 – Taking delivery of the vehicle**

1. The vehicle will be delivered to the Customer at the agreed time and place and must be returned in a good state of maintenance and in the place indicated in the rental letter.
2. The rental starts from the day and time of delivery of the vehicle to the Customer.
3. The vehicle is delivered with the quantity of fuel indicated in the rental letter as well as equipped with the emergency stop triangle, a reflective jacket, the usual tools, the spare wheel or repair kit, the RCA insurance coupon and all documents necessary for circulation, and must be returned with said accessories and tools. Upon delivery of the vehicle, the Customer is required to verify that everything previously indicated is present on board.
4. The Customer is required to keep all documentation, vehicle keys, license plate and various devices, accessories and tools under his own responsibility.
5. In the event of loss and/or damage, the Customer will be charged the new value of the damaged and/or lost item, except in the case of loss or theft of the keys, for which the relevant amount indicated in the table "description Extra costs" will be applied. ", in addition to the daily rental rate due for the days of non-use of the vehicle by the Lessor, except for greater damage, the Lessor specifies that the rental centers are not equipped with second keys, therefore in the event of loss or theft of the keys the Customer is only required to call the affiliated tow truck and bear the related cost.
6. The vehicle must be returned with the same quantity of fuel present at the beginning of the rental. In the event of failure to refuel by the Customer, the Lessor will charge the Customer the penalty for "failure to recharge" in the amount indicated in the "Description of extra costs" table. The Customer has the right to purchase the "Full tank option" service at the counter which eliminates the obligation to return the car with a full tank.
7. The Customer, by taking delivery of the vehicle, as well as by signing the rental contract/letter, declares to have verified that it is in a good state of maintenance and suitable for the agreed use, in perfect mechanical efficiency and compliant with the description which appears in the rental letter; furthermore undertakes to return it complete with all its equipment within the times indicated in the rental letter. The customer also declares that the vehicle has been checked before delivery and has no scratches or damage to the bodywork and internal parts of the vehicle, with the exception of those possibly reported in the check-out form attached to the rental contract.
8. The vehicle must be used, in accordance with its intended use, for the transport of people and/or things within the limit indicated in the registration certificate. In any case, the Customer undertakes not to use the vehicle, even through third parties, for the transport of people or things for consideration, except in the latter case for vans..
9. The Lessor's liability is excluded, except for fraud or gross negligence, in the following cases:
  - a) for losses and damages resulting from defects;

- b) failure or delayed delivery of a vehicle of a category different from that requested;
  - c) damages of any nature suffered directly or indirectly by the Customer, by the authorized driver or by third parties transported, due to defects in the functioning of the vehicle caused by manufacturing defects, even if it causes road accidents;
  - d) for any direct or indirect damage suffered by the Customer for goods transported or forgotten on the vehicle at the time of return;
  - e) damage resulting from interventions carried out by unauthorized third parties.
10. The Lessor does not insure the goods or goods transported on board the vehicle and assumes no responsibility in this regard.
11. The Customer must indemnify the Lessor from any claims made by third parties for damage suffered to things transported by the rented vehicle.

## **Art. 6 – Customer obligations relating to the circulation and use of the vehicle**

1. The Customer and each authorized driver undertake to look after and use the Vehicle with the utmost care and diligence. Save the proof referred to in the art. 1588 cc, the violation of the rules of the Highway Code and/or behavior that differs from or is contrary to the diligence of the good father of the family will result in the Customer being charged for any damage caused to the rented vehicle.
2. The Customer also undertakes, under his complete responsibility, also by way of compensation and also for an event attributable to another driver, to:
  - a) do not drive or use the vehicle, unless authorized in writing by the Lessor, outside the territory of Albania;
  - b) do not have the vehicle driven or used by a person not indicated at the time of rental as the driver according to what is stated on the rental letter/contract, or by a person who has provided false information relating to his/her age, name or address;
  - c) not to use the vehicle in such a way as to render the insurance coverage null and/or ineffective, as well as not to overload the vehicle with things and people beyond the number, weight, quantity and/or volume indicated by law and/or in the circulation booklet;
  - d) do not drive the vehicle under the influence of drugs, narcotics, alcohol or intoxicating substances or any substance capable of altering the ability to understand and react, as well as do not drive or use the vehicle in conditions of psycho-physical tiredness, such as to reduce or impair the ability to control the vehicle or carry out all necessary maneuvers safely, in particular the timely stopping of the vehicle within the limits of the field of vision and in front of any foreseeable obstacle;
  - e) pay attention to insert the correct type of fuel also indicated inside the tank inlet door (unleaded petrol or diesel); in the event of the introduction of unsuitable fuel for the vehicle's engine and/or in the event of the introduction of impure fuel, the Customer will be held responsible for all damages suffered and expenses incurred for the possible recovery of the vehicle and, therefore, will be held to payment even if you have signed, jointly or alternatively, the conventional limitations of liability "COVER BODY" "COVER GLASS&WHEELS" "SILVER" "GOLD" referred to in the following art. 11;
  - f) do not drive the vehicle if the tires do not have the prescribed pressure, constantly checking the conditions of maintenance and use of the same, also taking care of the ordinary maintenance of the vehicle during the rental by carrying out periodic checks of the engine coolants, the engine lubricating liquid, the AdBlue additive, the braking and lighting systems;
  - g) use and look after the vehicle in such a way as to guarantee its safety and integrity, inserting every existing locking and alarm device and avoiding, if possible, leaving the vehicle in unattended places, with open windows and visible devices and/or valuables in the passenger compartment;
  - h) not to sublet or rent or pawn or sell the vehicle, not to carry paid and/or rented passengers and not to assign this contract in whole or in part and/or the rights and obligations deriving from it without the written consent of the Lessor;
  - i) do not use the vehicle to push or tow another vehicle or trailer;
  - j) do not drive or use the vehicle without due attention on roads in inadequate conditions, off-road, in prohibited areas, unpaved or whose dimensions or surface could pose risks of damage, or in any case not suitable for its technical characteristics, except for embarking on ships, boats, trains or trailers, unless otherwise specifically agreed in writing with the Lessor. Where the Lessor authorizes such uses, the Customer acknowledges that the operation of the insurance may vary or cease;
  - k) do not drive or use the vehicle in races, competitions or tests of speed or dexterity, give driving lessons or assist driving;
  - l) not to transport people, animals, substances and things which, also due to their state and smell, could damage the vehicle and/or jeopardize or delay the subsequent rental, as well as to ensure that all luggage and things transported are well stowed and closed in order to avoid damage to the vehicle, as well as to people;

- m) not carry out any repairs on the rented Vehicle without the written consent of the Lessor and/or without following his instructions;
  - n) immediately inform the Lessor of any faults/anomalies of the vehicle and of the turning on of the warning lights, interrupting the circulation of the same and referring to the Lessor's instructions regarding the possible replacement or return of the vehicle.
3. The Customer is entirely responsible for any prejudice and/or damage suffered by the Lessor resulting from any violation of the aforementioned obligations and, in general, for his negligence in the use of the vehicle. Failure to comply with the aforementioned obligations also constitutes a serious breach and, therefore, the Lessor may declare the contract terminated pursuant to art. 1456 c.c. and request the return of the vehicle to the Customer. The exercise of the right of termination by the Lessor does not free the Customer from the obligation to pay the agreed fees until the end of the rental. Therefore, the fees already paid in advance will not be reimbursed by the Lessor, while those still to be collected will be borne by the Customer, in addition to all further costs and charges deriving from the rental, except for greater damages. Furthermore, the Customer acknowledges, having been duly informed by the Lessor in this regard, that failure to comply with the obligations indicated above may result in the termination of the RCA insurance and/or the conventional limitations/exclusions of the Customer's liability.

### **Art. 7 – Additional Customer Obligations**

The Customer and each authorized driver undertakes to:

1. provide correct information regarding your personal details, your residential address and whether you meet the legal requirements for a driving license, as well as communicate your telephone number and email address in order to guarantee the Lessor your availability for the purposes and for the purposes indicated in the art. the Contract and these General Rental Conditions;
2. return the vehicle to the place, date and time indicated in the rental contract equipped with all accessories present at the time of delivery and in the same conditions in which it was received;
3. arrange for the payment of any fines imposed on the vehicle during the rental period, tolls, the cost of parking and, in general, the sums deriving from the driving, including by third parties, of the vehicle during the rental period and to reimburse the Lessor for any any expenses incurred and/or charges paid by third parties, in addition to the penalty "Administrative costs of sanctions" reported in the "Description of the sanction" section. This sanction is aimed at promoting compliance with the highway code and the protection of the rented vehicle and does not replace the administrative sanction, the cost of the toll and/or parking requested from the Customer by the Financial Administration. In order to exclude any liability, the Lessor is authorized to provide the competent authorities with the records and documents certifying the identity of the user of the vehicle at the time of the dispute. In the event that the Customer pays the fine directly, he must provide the Lessor with proof of payment made upon returning the vehicle;
4. sign, after checking the vehicle upon return, the check-in form indicating the status of the vehicle at that time; failure to sign the "check-in" form by the Customer entails the forfeiture of the latter from the right to raise subsequent disputes with respect to the damages charged;
5. be jointly responsible for the driver's conduct as well as your own. All rights and obligations deriving from these general rental conditions, as well as from the related rental contracts, apply to and against each driver who uses the vehicle pending the rental contract concluded between the Customer and the Lessor.;
6. do not smoke and do not allow passengers to smoke inside the vehicle;
7. in the event of an accident suffered or caused by the rented vehicle, also understood as an event that suddenly hits the vehicle from the outside with mechanical force, even if it does not cause damage:
  - a) immediately inform the Landlord of the incident, sending him, within the following 24 hours, the CAI form completed in detail in all its parts or, failing that, a detailed account of the facts by filling in the form provided by the Landlord and/or, alternatively, the report intervention by the police if they intervened;
  - b) do not issue any disclaimer;
  - c) take note of the details of all the parties involved in the accident and any witnesses, including the details of the insurance companies of the vehicles involved (company - policy number - agency);
  - d) follow the instructions that the Lessor provides regarding the storage and/or repair of the vehicle.

In the event of failure to fulfill even just one of the aforementioned obligations, the Customer is responsible for all damage suffered by the vehicle, even in the event of a potentially active accident. It is also specified that the CAI form does not exclude the Customer's liability until the insurance company concerned has declared it "active" for the Lessor.
8. in the event of total or partial theft or damage from attempted theft or vandalism, immediately report the fact to the competent authorities and deliver the original version of the report to the Lessor, together with the vehicle keys;
9. pay the security deposit required by the contract;

10. pay the rental fee, as well as the consideration for any costs, charges, options, extras or supplements deriving from the signing of the contract.

## **Art. 8 – Return of the vehicle**

1. The Customer undertakes to return the vehicle, together with its accessories and documents, free from things or goods, in compliance with the times and places indicated in the rental contract/letter, in the same conditions in which it was delivered, including clean, unless for wear proportionate to the duration of the rental and the km travelled. Upon return, the Customer has the burden of verifying, together with the Lessor according to the methods indicated below, the condition of the Vehicle, noting and signing any discrepancies with respect to what is indicated in the report at the time of delivery. In the event of failure to jointly verify, the Customer expressly authorizes the Lessor from now on to charge the cost of any damage found on the Vehicle even after its return, together with the cost of managing any administrative procedures connected to the damage found, as provided for in the " Delayed Charge Agreement" signed and delivered to the Landlord.
  - a) Introduction to the vehicle return procedure

All easily detectable damages will be managed and quantified by applying the "Damage Table", which constitutes an integral part of these general contract conditions, developed and periodically updated in order to allow the management of damages in a practical and rapid way, through prior indication of the average cost of repairing the most common minor damages based on the amounts requested by body shops and workshops for spare parts and labour. The amounts in the table do not include the cost of administrative management which, in the event of damage resulting from a RCA claim, is always due to the Lessor. It is understood that, if the Customer makes an express request to the operator at the rental desk, the damage table can also be delivered in paper format when signing the rental contract.
  - b) Car check

During the check-out phase (exit of the rented vehicle), all damage already present on the vehicle will be listed in the appropriate Check-Out Form. The Customer is required to carefully check what is reported in the aforementioned form, checking that there are no errors and reporting any discrepancies found to our operators before leaving the station with the vehicle. In the absence of notification by the Customer of detection errors upon delivery of the vehicle, all damages detected upon return of the same and not reported in the check-out form are considered to have been caused during the rental period. At the time of return (check-in), a new inspection of the vehicle will be carried out and the Check-In Form will be given to the Customer to sign, which will indicate any new damage not resulting from normal wear and tear. Normal wear and tear means normal wear and tear due to reasonable use of the vehicle, e.g. minimal scratches and chips, micro-dents less than 1 centimeter.

During peak periods, the Lessor's staff will need 15 to 30 minutes to check in and agree with the Customer on any damages and discrepancies found. If the Customer is in a hurry and cannot be present to check the condition of the car, the check and identification of any discrepancies will still be carried out in his absence and he will be charged for the damages.
  - c) Hidden damage

During check-in some damage may not be immediately evident, for example that caused to inaccessible vehicle components (engine, tank, clutch, etc.) or hidden due to poor lighting/unfavorable weather conditions and/or dirt/dust present on the bodywork. If damage of this type is detected, the Lessor will notify the Customer, providing documentation proving what has been found within 30 days of communication before charging the related costs. In such cases the Lessor will release the security deposit only at the end of the checks which must in any case be completed within 30 days from the date of return of the vehicle.
  - d) Technical stop

Upon the occurrence of any harmful event, including claims without counterparty or unreported, the Customer will be charged an amount for technical downtime of the vehicle equal to €70.00 including VAT. This amount is fixed, per rental, regardless of the duration of detention and the category of the rented vehicle.
  - e) Damage detection and charging

The detection phase is characterized by the following 3 most common scenarios:
    - i. Simple damage, agreed upon during the return phase. For simple damages agreed and accepted by the Customer during check-in, an amount equal to that indicated in the Damage Table attached to the rental contract/letter will be charged, which will be included in the final invoice.
    - ii. Simple damages, not agreed because the Customer was not present. If during the check-in phase the Customer is unable to attend the checks (due to haste or delayed return) and the damage detected is simple, the Lessor will charge the relevant amount using the Damage Table attached to the contract.



In such cases the Customer will be appropriately informed via email or traditional post. The communication in question will be sent within 30 working days of returning the vehicle together with the documentation proving the damage attached.

- iii. Relevant damages, if the damage is significant and/or hidden or not quantifiable on the basis of the damage table, the Lessor will charge the estimated amount of the repair, following communication sent to the customer 5 working days before the charge. If within 5 working days of receiving the notice of charge, the customer communicates via email to [sinistri@viaggiare srl.it](mailto:sinistri@viaggiare srl.it) to exercise the right to request, at his own expense, the assessment of the damage by a certified and expert third-party company, the Lessor will proceed with the debit after the outcome of the aforementioned assessment.

f) Complaints

The Customer has the right to complain within 7 days from the end date of the rental for any disservice received.

Any disputes relating to charges, made for any reason by the Lessor, may be made by the Customer only upon payment of the same and in any case no later than 14 days from notification of the charge.

g) Return using the KEY BOX

The Vehicle must be returned during the opening hours of the Agency where it was collected. The Customer acknowledges that the rental ends on the date and time of the actual return of the vehicle to the Lessor's staff. In the event that the vehicle is returned outside the opening hours of the Agency, the rental will not be considered concluded with the insertion of the keys in the "KEY BOX", but ends on the date and time of the next reopening of the Agency, that is, until the Lessor regains possession of the vehicle. Until the Agency reopens, the Customer is responsible for any damage found and not reported to the vehicle, and is also responsible for theft of any kind by third parties of the vehicle or parts of it, as well as the keys placed in the appropriate box.

Using the Key Box, the customer must communicate via email to [keybox@viaggiare srl.it](mailto:keybox@viaggiare srl.it) the place and time of return, the kilometers travelled, the fuel level and any damage caused during the rental period, attaching photos/videos of the status of the vehicle when returning the keys.

2. In the event of failure to return the Vehicle within the times indicated in the contract/rental letter (i.e. after the 29 minutes of maximum tolerance of the Lessor beyond the return time indicated in the contract) the Customer undertakes to pay the penalty foreseen for "delay check in", except in any case for greater damage and without written authorization from the Lessor for the continuation of the rental. In this case, until the extension request; after this deadline the above sanction will be applied again. It is possible to choose, as a further extra at the time of booking, the possibility of returning the vehicle to a place other than the one where it was delivered. This extra will be indicated in the rental letter, together with the fee due for the "One Way" service (see table art. 10). In other cases of failure to return the vehicle to the place indicated in the Rental Letter, but in any case to a Lessor's Agency, if this option has not been chosen and indicated in the contract, the Lessor reserves the right to charge as a penalty the amount foreseen in the "one way" item of the Extra Costs table, in addition to any damage resulting from the unavailability of the vehicle at the expected return agency.
3. In the event that the rental is extended for an effective duration exceeding 30 days, during which the Customer has continuous and exclusive availability of the vehicle, the Customer is required to update the national register of vehicles referred to in articles 94, paragraph 4 bis, of the Highway Code and 237 bis of Presidential Decree no. 495/1992, bearing all expenses and burdens. The Customer must provide the Lessor with a copy of the documentation proving fulfillment of the aforementioned obligation. In case of failure to comply with the provisions mentioned above, the Customer indemnifies the Lessor from any prejudicial consequences, undertaking to compensate the Lessor for any expenses and/or costs deriving from his non-compliance..
4. In the event of a breakdown or simple request by the Lessor, the vehicle must be returned by the Customer to any Agency of the Lessor which will replace it subject to availability. In the event that the Customer carries out repairs, the Lessor will reimburse the Customer for the sums spent for repairs due to vehicle breakdowns, provided that they occurred in Albania, and resulting from an invoice duly addressed to the Lessor and in any case previously authorized in writing by the Landlord.
5. With the early return of the vehicle, due for any reason, the penalties already paid in advance will not be refunded by the Lessor, while those still to be collected will be charged to the Customer.

## Art. 9 – Security Deposit

For the rental of each vehicle, regardless of the duration and mileage, upon signing the contract the Customer is required to pay a security deposit established based on the type of vehicle and quantified according to what is reported in the Special rental conditions section at " Table of deductibles and deposits".

The deposit represents a sum of money that is blocked as a precaution and for the purpose of verifying the validity of the credit card presented by the Customer.

The amount of the deposit will be returned by the Lessor if, upon termination of the contractual relationship, the vehicle is returned intact and complete with all parts and accessories, as well as following verification of the correct fulfillment of the contractual obligations undertaken by the Customer.

In this regard, the Lessor specifies that the release of the security deposit generally occurs in the hours immediately following the closing of the rental contract, however it could happen that the released amount is not immediately available on the Customer's account statement. In fact, the Lessor releases the funds but has no control over the actual crediting times, which are instead determined by the companies that manage the Customer's credit cards and by the interbank circuits, for which no responsibility can be attributed to the Lessor for any delays in the actual crediting of said amounts starting from the release date.

#### **Art. 10 – Fees due to the Lessor**

Upon delivery of the vehicle, the Customer undertakes to pay the Lessor,

- a) the rate provided for in the rental contract and the fee for the additional services requested by the Customer upon signing the rental contract, if not prepaid as indicated in the contract itself;
- b) the extra rental days whose rent will be charged not according to the offer at the time of booking but according to the daily rate in force;
- c) the deductibles and penalties in the event of damage and theft, or partial damage from attempted theft, where applicable and operating in accordance with the provisions of the art. 10;
- d) any other sum due on the basis of what is provided for in the contractual documentation according to the "description of extra costs" and "description of penalties" tables reported in the Special rental conditions section;
- e) the amount corresponding to all fines, motorway tolls and parking fees not paid during the rental period;
- f) the cost relating to the technical downtime of the vehicle;
- g) if the administrative detention and/or seizure of the vehicle is ordered, as compensation for the non-use of the vehicle by the Lessor for the entire period between the date of the administrative detention and/or seizure and the cessation of the effects of the provision measure applied, the Customer will be charged the rental price calculated on the basis of the official rate published on the website [www.viaggiararent.com](http://www.viaggiararent.com). The Customer must also indemnify the Lessor from any expenses inherent to the administrative procedure in question.

#### **Art. 11 – Responsibility of the Customer in the event of accident, theft and damage and options for reducing liability towards the Lessor**

1. The Customer is responsible and undertakes to compensate the Lessor for any damage, fire, total or partial theft or damage from attempted theft, occurring to the vehicle. In the event of damage to the vehicle, even due to an accident suffered or caused or in the absence of third parties, the Customer participates in the economic damage suffered by the Lessor for the maximum amount indicated on the rental contract as "Damage Excess", except as provided for in the following art. . 12, in addition to the expenses, always due to the Lessor in the event of an accident, for the administrative management of the accident procedure. In the event of total or partial theft or damage from attempted theft of the vehicle, the Customer participates in the economic damage suffered by the Lessor for the maximum amount indicated on the rental contract as the "Theft Excess".

The maximum amounts of deductibles due for damage and theft are indicated in the "Deductibles and deposits" table at the bottom of the specific "Special rental conditions" section. The deductible indicated in the rental letter remains entirely the responsibility of the Customer, unless he decides to further reduce or eliminate the participation for the economic damage suffered by the Lessor by paying a supplement to the rental fee (see "Table of reductions for Security Deposits and Deductibles" in the Special Rental Conditions) by purchasing one of the following conventional liability limitation packages which include:

- **COVER BODY:** the customer eliminates participation in the damage suffered by the Lessor limited to the bodywork and roof; for the remaining parts of the vehicle it participates for the maximum amount indicated as "damage excess" in the particular rental conditions and does not include underbody, interior, mechanical/electrical parts, tow truck calls, glass, rims, tyres, Pai, loss of license plate, incorrect refueling, keys; for the remaining parts of the vehicle it participates for the maximum amount indicated as "theft excess" in the particular rental conditions and does not include the theft of the license plate, the theft of the keys, partial and/or total theft of the vehicle (which remain excluded from the limitation of CDW damages and therefore remain entirely the responsibility of the customer)  
For commercial vehicles in the GC0/GC1/GC2/GC3/GC4/O group it reduces the damage deductible to €1,000.
- **GLASS&WHEELS COVER:** the customer eliminates participation in the damage suffered by the Lessor limited to glass, tires and rims; for the remaining parts of the vehicle it participates for the maximum amount

indicated as "damage excess" in the particular rental conditions and does not include damage to the bodywork and roof, underbody, interior, mechanical/electrical parts, call to tow truck, Pai, loss of license plate, incorrect refueling, keys; for the remaining parts of the vehicle it participates for the maximum amount indicated as "theft excess" in the particular rental conditions and does not include the theft of the license plate, the theft of the keys, partial and/or total theft of the vehicle (which remain excluded from the limitation of CDW damages and therefore remain entirely the responsibility of the customer).

- SILVER COVER: the customer eliminates participation in damages suffered by the Lessor limited to the bodywork and roof, glass, tires, rims; for the remaining parts of the vehicle it participates for the maximum amount indicated as "damage excess" in the particular rental conditions and does not include underbody, interior, mechanical/electrical parts, call to the tow truck, Pai, loss of license plate, incorrect refueling, keys; for the remaining parts of the vehicle it participates for the maximum amount indicated as "theft excess" in the particular rental conditions and does not include the theft of the license plate, the theft of the keys, partial and/or total theft of the vehicle (which remain excluded from the limitation of CDW damages and therefore remain entirely the responsibility of the customer)

For commercial vehicles in the GC0/GC1/GC2/GC3/GC4/O group it reduces the damage deductible to €1,000.

- GOLD COVER: the customer eliminates participation in damages suffered by the Lessor limited to the bodywork and roof, glass, tyres, rims, underbody, interior, license plate; for the remaining parts of the vehicle it participates for the maximum amount indicated as "damage deductible" and "theft deductible" in the particular rental conditions and does not include, mechanical/electrical parts, calls to the tow truck, Pai, incorrect refueling, keys (which are excluded from the CDW damage limitation and are therefore entirely the responsibility of the customer).

For commercial vehicles in the GC0/GC1/GC2/GC3/GC4/O group it is not applicable.

2. The damage will be qualified and quantified, also according to the criteria indicated in the art. 8 e), by applying the Damage Table which can be consulted on the website [www.viaggiarent.com](http://www.viaggiarent.com) and available upon request of the Customer in paper copy at each rental agency. Where qualification and quantification through the damage table is not possible, the Lessor will charge the amount of the repair estimated by one of the affiliated body shops or based on the damage assessment carried out by a certified expert company, upon communication to the Customer.

The Lessor reserves the right to establish times and methods of repair of the vehicle, where the damage does not compromise its functionality. Furthermore, the Lessor will not be required to provide the Customer with any documentation relating to the execution of repairs of the damage caused by the latter.

3. Due to the consequent increase in insurance costs, in the event of a passive or insolvency accident, as well as in the event of incorrect or omitted compilation of the documentation necessary for the management of the accident itself, a flat-rate penalty is expected to be payable in the amount indicated in the "Penal descriptions" table. reported in the Special Rental Conditions section. This penalty will also be applied in the event of purchase by the Customer of liability limitation/exclusion services as they are aimed at promoting compliance with road traffic regulations and the protection of the rented vehicle, as well as encouraging the Customer to take action in order to acquire the elements necessary for a correct identification of responsibilities.

## **Art. 12 – Causes for exclusion of the Customer's reductions in liability provided for in the art. 11**

In derogation of the provisions of the art. 11, the Customer is always responsible for the amount of the entire economic damage (damage to the vehicle for any cause caused, fire, total or partial theft) caused to the Lessor up to the full value of the vehicle plus damages, where at least one of the following circumstances which nullify the deductibles indicated in the contract and, in general, any and all limitations of liability agreed in favor of the Customer (CWD – TP – COVER BODY – COVER GLASS&WHEELS – SILVER – GOLD):

- a) use of the vehicle for purposes contrary to the law;
- b) violation of current regulations and/or the Highway Code;
- c) use of the vehicle in violation of the provisions of the art. 6 of these General Conditions;
- d) vehicle returned damaged following an accident, immediately procured or in the absence of third parties, in the absence of a report certifying the dynamics of the event and related documentation, or without transmission and/or incorrect and/or partial compilation of the C.A.I. form, together with the request for intervention by the Authority;
- e) failure to promptly report to the competent authorities in the event of total or partial theft or vandalism;
- f) damage caused voluntarily by the Customer, or through negligence, to the vehicle, as well as those relating to the interior of the vehicle (including those to the dashboard, airbags, seat belts, touch screen displays, etc.), to the roof and to the vans, from the failure to evaluate the height of the vehicle and objects protruding or higher than the roof, from the clutch kit, from the over-revving of the engine, from the tires and/or rims including the theft of

the latter, from the windows and glass, from the underbody, from the license plate , as well as for component breakages due to unauthorized circulation on bad roads.

These circumstances are to be considered proven by sanction and/or declaration from the customer and/or the C.A.I. module. and/or assessment by insurance companies. This is always without prejudice to the possibility for the Customer to demonstrate that the aforementioned circumstances depended on causes not attributable to him.

### **Art. 13 – Stipulation of the contract in the name and/or on behalf of a third party and jointly liable**

1. Anyone who stipulates the rental contract in the name and/or on behalf of a third party is jointly and severally liable with the third party for all obligations arising from the rental contract and these general rental conditions. The Customer acknowledges that the rental ends on the date and time of the actual return of the vehicle to the Lessor's staff.
2. The Customer and each authorized driver are jointly liable towards the Lessor for all obligations arising from the rental contract and these general rental conditions.

### **Art. 14 – Use of satellite devices**

The Customer undertakes to use satellite devices (GPS and similar) capable of detecting the position of the Vehicle and the speed or driving behavior by tracking its position. Such data will not be used by the Lessor to track or monitor the Customer's movements, but will be collected in order to: (i) fulfill legal obligations and locate the vehicle in the event of an accident or breakdown; (ii) locate the vehicle in the event of theft or attempted theft and verify that the vehicle has been rented/returned to the rental agency.

### **Art. 15 – Termination clause**

1. The Lessor may terminate the rental contract early pursuant to art. 1456 c.c., in case of violation by the Customer of the articles. 6-7-9, as well as in the event of insolvency or opening of insolvency proceedings and/or bankruptcy of the Customer, protests, executive or precautionary procedures, reduction of economic and/or financial reliability requirements.
2. In all cases in which termination of the contract is requested due to non-compliance by the Customer and the return of the vehicle is requested, the Customer is required to arrange for the immediate return to the contractually envisaged place and/or to another place communicated by the Lessor, as well as to payment of the agreed rent for the entire rental period, except for greater damage, as well as any other sum accrued under the rental (except for the operation of the various penalties provided for in this contract).

### **Art. 16 – Delayed Charge**

In compliance with the regulations on international financial circuits (companies and institutions issuing credit cards), and without prejudice to the provisions of the articles. 6,7,9,10 regarding the attribution of responsibilities, the Customer will be charged for all expenses not known at the time of delivery but detected subsequent to the return of the vehicle (so-called "Delayed Charge"). Acceptance of Delayed Charging is expressly indicated in the rental contract and in particular in the "Delayed Charging Agreement" signed by the Customer to which express reference is made. The following types of fees fall within the scope of the "Delayed Charge": fines, parking, motorway tolls, refueling, damage caused to the car, towing of the vehicle; loss and/or damage and/or theft of all vehicle accessories, loss and/or damage and/or theft of the insurance card, keys and/or license plates, fees for additional services relating to fines, tolls, parking and any fines or charges imposed by authorities, bodies, dealers in relation to the circulation of the vehicle, administrative costs.

### **Art. 17 – Personal data processing**

Pursuant to art. 13 of EU Reg. n. 679/2016 (GDPR) the Lessor will proceed with the processing of the data provided by the Customer in compliance with the relevant legislation in force and as reported in the Privacy information available on the website [www.viaggiarent.com](http://www.viaggiarent.com) and available upon request of the Customer in paper copy at any Rental agency.

By signing the rental contract, the Customer declares in particular to have been informed and to accept:

- the purposes and methods of data processing;
- the nature of the data provided and obligations or powers to provide data and the consequences of any refusal to process such data;
- the scope of data communication;
- the rights of the interested party, the methods of exercising them and the contact details of the Data Controller.

**Art. 18 – Translation and prevailing version**

In case of doubts or differences in interpretation, the Italian version prevails over the English version, as the same expresses the exact will of the parties. The English text, which can be consulted and available upon request of the Customer, represents a mere literal translation.

If one of the provisions of the Contract is deemed invalid or ineffective, in whole or in part, the same will be disapplied and the Contract will remain valid and effective for the remaining provisions.

**Art. 19 – Applicable law and competent court**

The rental relationship referred to in this contract is governed by Italian law.

For any dispute between the parties relating to the rental contract, the Court of Vicenza has exclusive jurisdiction, without prejudice to the application of the Consumer Code in the case of a consumer customer.

**Art. 20 – Domicile and communications**

The Customer, for all legal purposes, for the purposes of the execution of this rental relationship, declares to elect his domicile at the address communicated to the Lessor. Unless otherwise indicated, communications from the Lessor relating to the contract will take place at the email or fax address indicated by the customer.