

BLUE AUTOS

RENT A CAR IN FORMENTERA

GENERAL CONDITIONS (CARS / VANS)

01 MANDATORY DOCUMENTS. Must be presented at all times to be able to hire rental service any vehicle: the permission of driving ORIGINAL and in force and a credit card as guarantee in the name of the driver (will not accept DINERS CLUB and AMERICAN EXPRESS credit cards as deposit). In addition, the debit cards also are accepted for deposit. The payment of the amount of the reservation online is always made on arrival through a credit card.

02 The hirer receives the vehicle in perfect working order, which checks at the time of becoming a charge of the same; Recognizing to be informed of the type of fuel that the vehicle needs and undertakes to return the vehicle in the same condition in which receives it.

03 The lessee agrees to pay all penalties that may be imposed for breach of the rules of circulation and to notify the landlord at the time of the settlement.

04 Concerning the provisions of the preceding article is the lessee insured civil liability against third parties through concerted to the lessor with insurance company, insurance policy and damage on measures and conditions that persons are set out in the rules of the compulsory insurance.

05 The lessee undertakes to carry the document issued by this company, to display it if required by the authority or person in this company.

06 The rental house reserves the right not rent vehicles if in his opinion it believe it convenient. Also, the rental house may withdraw the leased vehicle if the tenant make bad use of it, or if the vehicle is driven in inferiority of physical conditions caused by alcohol, drugs, fatigue or illness.

07 In any case, sublet or driving the rental vehicle to persons other than the contracting customer except express consent by the lessor will be allowed. Therefore, the vehicle can only be driven by the same lessee or persons that are expressly authorized in the front of this contract.

08 The minimum rental period is one day. Means a day for 24 h from the time of rental or chosen in the booking time.

09 The lessee declares himself to be in possession of the corresponding driving licence to the rental vehicle.

10 Any differences that may arise in connection with this agreement, the parties expressly submit to the judicial jurisdiction that is legally applicable.

11 The deadline for the processing of claims will be 30 days from the delivery of the service.

12 The minimum age is 21 years and 2 years of experience for all groups, except the following which require 25 years and 3 years experience for the models Suzuki Jimmy, Fiat Scudo, Jeep Wrangler, and Jeep Wrangler Long Body.

13 FRANCHISE. It is the sum to which the lessee will support responsible the damage to the vehicle, of any kind and condition, during the rental period and applicable by accident. Franchise will be blocked on the credit card, with its corresponding fertilizer, at the time of the return of the vehicle, provided that it is returned in the same conditions as at the time of delivery. Loss, theft or damage caused to goods or objects transported in the vehicle are excluded from the basic insurance.

14 SUPER SAFE. It is an optional service that exempts the tenant, to hire him, of the payment of the amount (franchise) responsible for damage and/or loss caused to the vehicle, with the exception of the exclusions (low ceilings, moons missing anything inside).

15 Drivers 21 to 24 years are considered young driver, for reasons of accident are charged an extra € 3 per day and not be entitled to the exemption of franchise (Super safe).

16 The additional driver is an extra optional can include from 3€ / day per driver to a maximum of €35 per driver.

17 There are in addition other extras which are the chairs of child and also it is an optional extra which has the seat group 0-3 from € 4/day and elevator from 3€ / day. Charge maximum of €54 per unit.

18 FUEL POLICY. The vehicle must be returned with the same level of fuel at the time of rental. Otherwise you will be billed missing over an additional charge service air-to-air, according to the existing rate, and depending on vehicle group. If customer is wrong fuel when refueling, repair costs will be charged to the lessee for an amount of € 150 + VAT. The vehicle will be ready to move and with enough fuel to get to the nearest gas station. The refuelling fee amounts to € 15 for 4-wheeled vehicles. In case of returning the vehicle with more amount of fuel that the initial, not proceed to a refund of this amount depending on the market of the current fuel price at the time.

19 DELIVERY POLICY / RETURN OF THE VEHICLE (S). At the time of delivery of the vehicle, the company will provide to customer a part of initial state of the vehicle which will contain all the small defects that may have the vehicle, as well as the fuel level and kilometers, the customer must sign and attached to the rental agreement, accepting to sign the initial state of the vehicle, which will jointly review if requested by the customer. The last day, at the time of return, the company will return to conduct a review of the status of the vehicle to check its status. The customer may request a copy of the part of review, indicating the presence or not of damage and the detail of them.

20 DELIVERIES AFTER HOURS (night reservations). Out of hours a surcharge will be of €35 (VAT included), from 21:00 to 23:59 h.

21 CONDITIONS OF CANCELLATION OF RESERVATIONS. You can cancel your booking free of charge until 24 hours prior to collection of the vehicle. In case of cancellation less than 24 hours in advance of the collection of the vehicle, you lose 100% of the payment.

22 In the price is includes: VAT, all risk insurance (CDW: cover damage caused to the rented car) with franchise between €500 - €1.500 depending on the group, unlimited mileage, port charges and fees and local taxes.

23 OTHER CHARGES. Consequence of the inappropriate use of customer payments: the customer, subsequent to the completion of the vehicle rental, undertakes to pay the amounts resulting from the following:

1) "Cleaning" fee by the costs of an extra cleaning service as a result of the grossly inappropriate state of the vehicle at the time of his return, with a maximum amount of € 150.

2) Charges caused by the loss of documents and keys to the vehicle, or shipping, the set of keys from the vehicle to the appropriate office, in cases of loss, breakage, return of the keys to the vehicle in a different office than the effective return of the vehicle, or any other situation that vehicle is paralyze for reasons attributable to customer for an amount of up to € 250.

2B) if the client is left inside the closed car keys, you will be charged €15 by displacement of double keys.

3) The amount of movement of the vehicle with a crane in the cases provided for in the various clauses of this contract.

4) The costs of the loss, deterioration or damage to rims, tires, (including punctures and blowouts), moons, rear view mirrors, inside the vehicle as well as the problems arising from a mistake in air-to-air fuel type.

5) Fines, penalties and legal costs, motivated by laws, regulations or ordinances or traffic violations, incurred by the customer for the duration of this agreement have been satisfied.

6) Without prejudice to the foregoing the company reserves the right to customer an extra charge of €25 for administrative costs that they've had to incur as a result of the costs of processing and communication with the relevant authorities of such acts.

7) The cost of repairing the damage caused to the vehicle in case of accident, when any of the following circumstances occurs:

- That the vehicle is not used in accordance with the conditions laid down.
- Negligence in driving if you make appropriate use of the vehicle.
- Negligence in driving not respecting the laws of movement established by the DGT.

8) In the case of an accident the company replaced if applicable the rugged vehicle provided rental conditions has not been violated.

24 ADDITIONAL INFORMATION: DRIVING IN EUROPE. Driving in Europe / Driving in Europe / Conduire en Europe / Autofahren in der EU (<http://www.dgt.es/es/conducir-en-europa/>)

THE DRIVER'S LICENSE INTERNATIONAL WILL BE COMPULSORY FOR COUNTRIES NOT EU MEMBERS.



GENERAL CONDITIONS OF LEASE (MOTO / SCOOTER / QUAD)

01 The lessee declares that they have received the vehicle in perfect working order, with its keys, documents and accessories, confirmed at the time of taking charge of it; acknowledging that they have been informed of the type of fuel that the vehicle requires; and committing to return this vehicle in the same condition in which it was received.

02 The lessee will be liable for the immediate payment of fines caused by any offences committed during the lease period. The lessee must notify the lessor of any fine imposed on the vehicle or driver during the lease period, and notify them again as soon as they are paid. Payment of fines is not included in any of the coverage that may be contracted. In the event that the authorities retain the vehicle due to an act or omission committed by the lessee, whatever the reason, they will be liable and will indemnify the lessor for all expenses and loss of profits incurred as a result of it.

03 The lessee is liable, both civilly and criminally, for the consequences and responsibilities that may derive from a use of the leased vehicle that is contrary to the current legislation. It is expressly forbidden to transport goods of any kind, especially if they are illegal.

04 The lessee has a civil liability insurance against third parties through an insurance policy arranged by the lessor with an Insurance Company, as well as damage against persons, under the measures and conditions established in the Compulsory Insurance Regulations, referring to that established in the above article.

05 The price of the service is that expressed in the lease agreement, according to what is established in the general rates offered by the lessor. These rates are fixed at the time of signing the agreement, according to the rate chosen by the lessee.

06 The service hours are from 9am to 9pm, and after this time, the lessor is entitled to refuse return of the vehicle until 9am the following day and charge the amount corresponding to the rate as a result of this. However, if there is a fault to the vehicle that prevents it from being duly returned to the lessor within the aforementioned hours, the lessee agrees to keep them informed by calling the permanent customer service number during the business hours for notices. If the lessee notifies the lessor about the fault or their impossibility to return the vehicle, this will be a cause for liability exemption.

07 The lessee undertakes to keep the signed lease agreement, their identity document and driving licence with them at all times, in order to be able to present them if required by the authorities or staff members who are authorised and contracted by the lessor.

08 The lessor reserves the right to not lease vehicles if it deems this to be appropriate. The lessor may also withdraw the leased vehicle if the lessee misuses it, or if the vehicle is driven under physical conditions that are reduced as a result of fatigue, illness or the consumption of alcohol, drugs or any other type of narcotic. In the event that the lessor

finds the vehicle open or the agreement has terminated, they may proceed to immediately withdraw it, and the fully comprehensive insurance will have no effect on the terminated contract.

09 Only the lessee who has signed the agreement may drive the leased vehicle and they are forbidden to sublease it, unless expressly agreed by the lessor. The lessee, in the event that a person unrelated to the aforementioned agreement uses the vehicle with or without their authorisation, will be liable for any legal consequences that could derive from this event and will, in any case, personally respond to the damages caused to the leased vehicle, if any.

10 Any damage caused to the leased vehicle either by accident or for any other reason; including damages deriving from fire and theft, will be paid by the lessee. The only exception to this will be if the lessee has arranged a liability relief supplement for material damages and theft with the lease company, which in any case will entail an excess of up to €900.

10.1. The fully comprehensive insurance that Moto Rent Mitjorn offers to the customer is an optional service that exempts the lessee, if contracted, to paying an excess amount for any damages and/or losses caused to the vehicle. This insurance does not cover the damages caused to the lower parts of the vehicle, loss of keys, fire, breakages or damage to the vehicle's interior and accessories that belong to or are delivered with the vehicle. This insurance and the agreement will become invalid, and the lessee will lose the money paid for the rate, insurance and deposit, when:

- The vehicle is driven by a person other than the lessee, they have no agreement or it has expired.
- The driver violates the laws of the Highway Code.
- The damage is caused intentionally or due to misuse of the vehicle.
- More people than authorised are found to be travelling in the vehicle.
- The driver drives under the influence of alcohol and other narcotic substances.
- The lessee dedicates it to any activity such as the transportation of goods, paid passenger transport or the vehicle is directly or indirectly subleased.

11 For the groups of vehicles deemed necessary by the lease company, it is mandatory to present a credit card, Visa or MasterCard and not American Express. The lessee also authorises the lessor to charge, to their credit or debit card, any extra charges that are generated after the vehicle has been returned, according to the clauses of this lease agreement.

12 The lessor declares to have taken the precautions necessary to prevent the leased vehicle from experiencing mechanical faults, and the lessee declares to have checked that the vehicle is in good working order before taking charge of it and is aware of the required type of fuel. In this case, should any mechanical faults occur or there is damage due to using the wrong fuel, the lessor assumes no responsibility for any damages that could be directly or indirectly caused to the lessee as a consequence of these faults or failures. Likewise, any faults deriving from using the wrong fuel or from driving the vehicle with tyres that are punctured or in a bad condition will be paid by the lessee as a result of a negligent use of the vehicle. The lessee is not authorised to order the vehicle's repair and must stop the vehicle and contact the lessor by phone if any anomaly is detected.

13 The vehicle must be returned with the same amount of fuel that it had at the time it was leased. Should the vehicle be returned with a lower amount of fuel, the lessee will be charged for the outstanding amount depending on the current market price of fuel at

that time. Should the vehicle be returned with a higher amount of fuel, the lessee will not be refunded for the excess.

14 If the vehicle is stolen, the lessee will lose any amount delivered to the lessor, be this in profit, payment or for any other reason.

15 The lessee declares that they are in possession of the corresponding driving licence, valid in Spain, original and in force, be legally able to sign an agreement and hold the adequate means of payment to be able to pay for the contracted service. The lessee also declares that they have been notified that the minimum age of the driver and holder of the booking must be 18 years, and they must be in possession of a driving licence, which is at least a moped licence for 50cc engines and a car licence (that has been held for 3 years) for 125cc engines.

16 The VAT accrued for any reason will be paid by the customer.

17 For any dispute that could arise relating to this agreement, the parties are expressly submitted to the legally applicable Spanish legislation and legal jurisdiction.

18 The lessee declares to have received the helmet legally required for the type of vehicle they have leased and is informed of the obligation to drive whilst wearing this helmet, and the lessor does not assume any type of responsibility or sanction due to the lessee not wearing this helmet or using it for another purpose. The lessee is obligated to return it in the same perfect condition in which it was received and is liable for its damage, loss or theft; in which case they must pay the lessor the sum of €15 for moped helmets and €30 for approved motorcycle helmets. The lessee is liable for any damages or any sanctions and fines that are imposed on them as a result of driving without a helmet.

19 The lease term is comprised by the 24 hours of a natural day. There is no lease rate for hours or half a day.

20 The lessee is expressly forbidden from modifying any technical feature of the vehicle, its keys, accessories or equipment, nor can they perform any modification to its interior and/or exterior appearance.

21 Cancellations. A cancellation that is made 24 hours before the arrival date will not incur any cost. If a cancellation is made within the 24 hours prior to arrival or the lessee is a no-show, their credit card will be charged an amount equivalent to one day's lease for management fees.

22 Returning the vehicle. The vehicle will be returned at the place, date and time stipulated in the agreement and in the same condition in which it was delivered by Moto Rent Mitjorn, with all its documents, tyres, keys, tools and accessories. If the vehicle is returned early, the lessee will not be entitled to a refund of the rate and insurance premium. In the event that the lessee wants to keep the leased vehicle for a period longer than that arranged in the agreement, they must obtain written authorisation from Moto Rent Mitjorn. The lessee must then send the corresponding amount or accept for this to be charged to the credit card they used to pay the original lease, as the deposit can in no way be used to extend the lease. Any change to the agreed return conditions may result in additional charges for the lessee.

23 Deposit or bond. At the time of signing the agreement, the lessee will pay Moto Rent Mitjorn, in addition to the corresponding agreement settlement amount, a deposit or bond whose amount will be charged at the discretion of Moto Rent Mitjorn. The lessee will also pay any extra charge of any nature that has been generated. In the event that this

amount deposited into the bond does not cover these charges as a whole, the lessee must pay Moto Rent Mitjorn the difference. If no extra charges occur, Moto Rent Mitjorn will refund this deposit to the lessee once the agreement has terminated.

24 Other. It is expressly agreed that Moto Rent Mitjorn assumes no liability for any damages or losses to any goods left or stored, or that the lessee or any other person leaves, stores or transports in the vehicle during the lease or after it has ended. The lessee assumes the risk for these damages and losses, exempts Moto Rent Mitjorn from any claim made because of them and undertakes to keep Moto Rent Mitjorn free from any claim that occurs for this reason.