

TERMS & CONDITIONS

1. Use of the vehicle

The vehicle may only be used on officially recognized, paved roads. The use of the vehicle off-road or on other surfaces that may damage the vehicle is expressly forbidden and will invalidate any insurance cover.

Additional Drivers. The Renter may only allow those other persons that have been named as additional drivers on the rental agreement to drive the vehicle. Drivers under the age of 23 must be at least 21 years of age and are subject to a Young Drivers Insurance surcharge. Excess Waiver Insurance is not available for any driver under the age of 23.

International Use. The vehicle may not be taken outside the Spanish mainland without prior, written authorisation by Malaga Car People.

Security. When parking the vehicle, even if only for a short period of time, it must at all times be locked and with all windows fully closed. Convertibles must have their roof closed. Do not leave personal objects in plain view.

Fuel. All cars are delivered with a full tank of Fuel which is charged separately.

2. Liability concerning the vehicle and its accessories

Personal Excess. The Renter will be liable for the full amount of the personal excess stated in the rental agreement in case of:

- a) any damage incurred to the vehicle or its accessories during the rental period.
- b) any theft of parts or accessories during the rental period

Loss of Keys. The Renter will be liable for the full cost of replacement keys (minimum 135 euros) in case of loss. This liability is not covered by any additional insurance offered.

Incorrect refuelling. The Renter will be liable for all costs arising from incorrect refuelling, including towcharges, replacement fuel and repairs. This liability is not covered by any additional insurance offered.

Additional Personal Excess Insurance. The Renter may opt to purchase additional Excess Waiver Insurance. Nevertheless this additional insurance shall not cover:

- Offroad / Circuit use
- Damage of the interior caused by cigarette-burns or cuts
- The use of an incorrect fuel type
- Leaving the vehicle unlocked or with the windows open.
- Driving with a flat tyre.

Full Liability of the Renter. Should the vehicle, or Malaga Car People, suffer any damage caused by deliberate negligence, failure to obey traffic regulations (speed limits, safety distances, etc), driving under the influence of alcohol or drugs, or other behaviour which invalidates the insurance coverage the renter will be held liable for the full costs of any damages.

Such liability will be rescinded if Malaga Car People receives payment in respect of such damages from an Insurance company or the person that caused the damages.

Penalty Notices and Fines. The Renter agrees to be solely liable for any penalty notices or traffic fines incurred during the rental period by the vehicle or any of the named drivers.

3. In case of an Accident, Breakdown or Vehicle Theft

In case of an accident the renter will notify Malaga Car People as soon as possible. Notification must be accompanied by the blue "Parte Europeo de Accidente" form found in the glovebox. The form must be fully filled out by all involved parties, adding witnesses if necessary. It is important that the form clearly states which party was at fault. Should it not be possible to determine which party was responsible for the accident the renter will ensure that the police attend the accident site. A clear illustration identifying all involved vehicles and therefore the party at fault must form part of the form. In case of an accident Malaga Car People will retain the full amount of the Personal Excess until such time as payment is received from the insurance company.

The renter will inform Malaga Car People of any breakdown or anomaly that the car may suffer. In case of theft the renter will report it to the Police and provide a copy of this report (denuncia) to Malaga Car People.

Malaga Car People accepts no responsibility for items left behind in the vehicle.

Should the renter neglect to fulfill any of the aforementioned obligations he or she will remain liable for the full cost of any costs or damages incurred by Malaga Car People in relation to the relevant rental agreement. Returning the vehicle. The vehicle must be returned to the agreed place at the agreed time. Both the time and place can be changed with Malaga Car People, given sufficient notice.

Rental Period. One day of Rental Period is equivalent to 24 hours. Should the return of the vehicle be delayed by more than 1 hour an additional cost equivalent to half a days rental will be incurred. Should the return be delayed by over 3 hours this cost will rise to the equivalent of a full days rental.