

## **1. PURPOSE OF THE CONTRACT**

By this Agreement, TROPIC MAXORATA S.L. (hereinafter TROPIC), rents the vehicle (or, if applicable, the vehicle by which it was replaced) to you as a CLIENT, which appears on the front of this Agreement (hereinafter CLIENT), subject to the terms and conditions established on its front and back and which you accept and confirm that you will comply with.

The CLIENT receives the vehicle described in the Contract for rent in perfect working condition, with all its documents, tyres, tools and accessories, and undertakes to keep them and drive the vehicle in compliance with the rules of the Highway Code, as well as those set out in these General Conditions. Please read the Agreement carefully and, if you do not understand or disagree with any of the points, please let us know before accepting it. The CLIENT confirms that all personal data contained in the Contract is current and true, and that only drivers authorized by the CLIENT are valid for the Contract. TROPIC, and listed therein, may drive the vehicle.

## **2. DURATION OF THE CONTRACT**

The duration of the Contract is stated on the front, which specifies the date and time of delivery and return of the vehicle.

If the CLIENT decides to terminate the Contract early, the amount corresponding to the days not used by the vehicle (including taxes) will be fully withheld as compensation.

Likewise, in the event that it is TROPIC who decides to end the rental before the date indicated in the Contract, the CLIENT will be entitled to receive from TROPIC the amount corresponding to the days not taken.

If the CLIENT wishes to extend the rental period, he/she must go to a TROPIC office to sign the extension. No Agreement may be extended by another communication channel.

Under no circumstances may the amount deposited as a deposit be used to extend the Contract. Therefore, in the event that the Contract is extended, the CLIENT must make an additional payment for such extension.

If the Contract cannot be extended due to lack of availability or for any other reason, the CLIENT must return the vehicle on the agreed date, branch and time.

Depending on the initial conditions of the Contract, it may be necessary to enter into a new Contract when requesting the extension of the Contract, and the current Contract will be considered terminated at that time.

## **3. DELIVERY & RETURN**

TROPIC delivers the vehicle in good general and working condition. The CLIENT undertakes to return it in the same condition with all documents, tools, parts and accessories at the place, date and time indicated in this Agreement. TROPIC may retake possession of the vehicle at any time without notice and at the CUSTOMER's own expense if the vehicle is used in breach of this Agreement. Any change or alteration must be previously authorized by TROPIC. Failure to comply with this condition entitles TROPIC to take charge of the vehicle by its own means or to require it judicially.

The minimum rental is the one that corresponds to what is dictated at the time of booking/rental, which consists of a minimum of 24 hours from the beginning of the rental, except for special rates that specify a shorter duration. In the event that the vehicle is returned with a delay of more than 59 minutes, TROPIC reserves the right to charge an additional amount as compensation for the damage caused in the planning of its operation, consisting of an amount never exceeding the applicable rate of 1 rental day.

In the return of the vehicle at the end of the rental, in which the CLIENT is not present at the inspection of the same, for reasons attributable to him (because the keys are delivered by the means stipulated by TROPIC, because it is outside working hours, or the vehicle will be delivered to a place other than the TROPIC office), and if damage to the vehicle is noticed, the CLIENT must pay the valuation of the damage resulting from the inspection carried out by TROPIC personnel in their absence, and TROPIC is subsequently obliged to document both the damage and the valuation of the same.

In the same way, the return or abandonment of the vehicle in a place other than that indicated in the Contract, entitles TROPIC to demand:

- I) The amount of the rental corresponding to the extra days necessary for the recovery of the vehicle and its availability for rent;
- II) Compensation of €45 per day for the economic damage caused and
- III) The costs of transfer/towing, tolls and safekeeping/custody (if any) to the place agreed in the Contract for the return of the same.

TROPIC reserves the right to take appropriate legal action in the event of the disappearance or nonreturn of the vehicle before the competent authorities, with the CLIENT being fully responsible for the legal consequences that may arise.

The unilateral extension by the CLIENT of the duration of the Contract shall also be considered as an unpermitted use of the vehicle for the purposes of the CLIENT's liability for any damage to the vehicle, and entitles TROPIC to recover the vehicle without the CLIENT's will or presence being necessary.

#### **4. CUSTOMER PAYMENTS**

The CLIENT expressly agrees to pay TROPIC the amounts set out on the front of this Agreement, which are calculated in accordance with our current tariffs. Any unauthorized use may result in the collection of additional amounts for which the CLIENT is responsible, as well as other concepts in accordance with the contractual and commercial conditions offered by TROPIC.

The CLIENT undertakes to pay, as soon as required, the following amounts:

- a) The rental price for the time agreed on the front and other complementary amounts, such as delivery and/or collection at a place other than the TROPIC facilities, and other services that may be agreed.
- b) Any amount for damages or shortages under this Agreement, whether the amount of excess, if any, or the non-deductible amount, as reflected in clause 6 of this Agreement. TROPIC also reserves the right to charge the CLIENT compensation for the loss of profits due to the immobilization of the vehicle as a result of the damage suffered. This compensation will be calculated on the number of days that it is necessary to invest in the repair of the vehicle, using the contracted daily occupancy rate as a basis for quantification. The maximum responsibility of the CLIENT will be the market value of the vehicle, according to the maximum price established in the GANVAM guide in force at the time of the accident, or similar publication.
- c) The charge for the expenses derived from an extra cleaning service as a result of the manifestly inadequate condition of the vehicle at the time of its return, with a maximum amount of €200.
- d) The refueling fee, and refueling service, if you return the vehicle with less fuel than it was delivered.

- e) All expenses, such as transportation and repair, incurred from the refueling mistake.
- f) Tolls, fines, penalties and judicial and extrajudicial expenses due to traffic violations or violations of laws, regulations or ordinances, (including charges for congestion or limitation of road traffic where they exist) incurred by the CLIENT during the duration of this Agreement that have been paid by TROPIC. Notwithstanding the foregoing, TROPIC reserves the right to charge the CLIENT an additional charge of €50 for the administrative costs incurred as a result of the costs of processing and reporting such acts to the relevant authorities. If the vehicle is intercepted by the authorities, the CLIENT will be obliged to pay all the expenses involved in the recovery of the vehicle, as well as any damage that may have occurred due to such interception, regardless of the fault or not of the driver.
- g) The costs involved in the recovery of the vehicle when, for reasons that are beyond the CUSTOMER's fault, it is not delivered to TROPIC's facilities without prior notice. As well as if the vehicle is abandoned by the CLIENT without the authorization of TROPIC.
- h) The penalty corresponding to the non-completion, in the event of an accident, of the Friendly Declaration or Loss Report. Failure to provide such a document will void any coverage for damage or theft.
- i) Charges caused by the loss or damage to the vehicle's accessories and documents, as well as to the keys, the shipment of the vehicle's set of keys, in cases of loss, breakage, return of the vehicle keys to an office other than the one where the vehicle is effectively returned or any other situation in which the vehicle is paralyzed for reasons attributable to the CUSTOMER for an amount of up to €200.
- j) Expenses arising from the loss, deterioration or damage to wheels, tires, (including punctures and blowouts), tools, windows, mirrors, accessories and interior of the vehicle.
- k) The costs inherent to administrative and accident processing costs are up to €200.
- l) Any applicable rental taxes.

All complaints or objections to the amounts charged must be reported within 15 days of the end of the rental. All amounts charged are subject to final review upon termination of the Contract. From this time on, CUSTOMER authorizes TROPIC to debit the charges resulting from this Agreement to the TROPIC's credit, debit or charge card account, cash deposit, or bank account provided, including any reasonable legal fees incurred by TROPIC in collecting them.

In the event that the CLIENT orders the charges to be invoiced to a third party and this is accepted by TROPIC, such obligation will be jointly and severally liable for both in the event of non-payment by the third party.

## **5. ROADSIDE ASSISTANCE**

In the event of a breakdown that prevents the CUSTOMER from continuing the journey, the CUSTOMER must call the roadside assistance telephone number that appears on the front of this Contract, and in the documentation of the copy of the policy that the vehicle carries in the glove compartment of the vehicle. TROPIC will not be responsible for any assistance, towing or repair services that are not explicitly authorized by TROPIC.

TROPIC has contracted roadside assistance with an external company that will provide the service, consisting of the removal of the vehicle and transfer to the agreed workshop, if it cannot circulate. Only in the event of a mechanical breakdown, and provided that there is no liability or fault on the part of the customer, TROPIC will make a replacement vehicle available to the CUSTOMER at the nearest TROPIC office, during business hours, and provided that there is fleet availability.

## **6. DEPOSIT**

TROPIC may request from the CLIENT as a provision of funds a deposit that covers the minimum cost of the rental according to the time, excesses, services provided and a deposit that covers possible incidents or charges that may be generated. This amount will be freely allocated by TROPIC, requiring the guarantee it deems appropriate. The aforementioned amount may not be applied to the payment of any of the rents, nor shall it constitute any exemption for the CLIENT from full compliance with its obligations, if TROPIC does not authorize it.

In the event that the extension of the Contract is agreed, this amount shall be increased proportionally to the number of days of the extension.

This amount will be refunded to the CLIENT once the Contract has ended and after the appropriate checks on the condition of the vehicle and compliance with the general and specific conditions of the Contract. For this, it may be necessary to retain the deposit until a maximum of 15 days after the return of the vehicle. The refund of the deposit will be made after the appropriate settlement has been made between the amounts advanced, the total rental price and the charges or expenses chargeable for any concept for which the CLIENT is responsible, detailed in clause 4 of this Contract.

## **7. DAMAGE, THEFT, INSURANCE AND COVERAGE**

### **7.1 Compulsory and civil liability insurance**

The rental rates include the coverage of the compulsory automobile insurance and the supplementary civil liability for damages to fully comprehensive with excess from the use and circulation of the vehicle, for those drivers who use the vehicle with permission from TROPIC and who comply with the stipulations of this Agreement.

These coverages are guaranteed and assumed by the insurer with which TROPIC has entered into the corresponding insurance policy and are subject to the general and specific clauses of this and the law. By signing the Contract, the CLIENT adheres as an insured to the aforementioned policy, the conditions of which are at his/her disposal. In the event that TROPIC offers comprehensive insurance, even if it is of a different type of technical term, TROPIC will be responsible for complying with all the necessary conditions for such insurance to conform to the one offered; as long as the conditions that TROPIC demands in a rental with the CUSTOMER.

### **7.2 Damages & Coverages**

Provided that it complies with the terms of this Agreement and the damage was not caused intentionally, either by gross negligence of the CLIENT, or by an unauthorized driver, in compliance with the provisions of this Agreement, and within the rental period authorized by TROPIC, the CLIENT's liability is limited in accordance with the following terms: The rate offered at TROPIC includes insurance with franchise (franchise 500 euros), unlimited mileage and taxes. In addition, we offer an additional driver, child seats and booster seats free of charge. In the event of an accident, our property damage cover with franchise damage to third parties and damage to the rental vehicle, as well as all occupants, as long as the CLIENT

drives on paved roads, without being affected by the consumption of substances or narcotics, and without presenting a reckless attitude behind the wheel. Similarly, you must not leave visible objects in the vehicle. TROPIC reserves the right to modify its policy for services included in its rates at any time.

### **7.3 Conditions of coverage**

The application of the limitation on the amount of damage, or total or partial theft, to which the aforementioned coverage entitles will be valid provided that the following conditions are met:

- a) That the CLIENT informs TROPIC in the event of a collision, theft or fire and sends it within 24 hours after the occurrence of the event complete data of the opposing party and possible witnesses, completing an accident report, in the form of a *Friendly Accident Declaration (DAA)*, detailing the registration number, name and address of the opposing party, the circumstances of the collision, a sketch of the accident, the name of the insurer and, where possible, the insurance policy number, all signed by the two drivers involved in the accident (it must not admit liability or fault in the event of an accident, or prejudice it), or, if you do not have it, the *Vehicle Return Document*, which will be facilitated by TROPIC; that the CLIENT immediately notifies the authority if the guilt of the other party should be investigated or if there are injured persons and does not leave the rented vehicle without the authorization of TROPIC.
- b) That the insurance company does not reject the claim for not driving the vehicle in the physical and mental conditions required by the Highway Code.
- c) The collision, theft, fire or vandalism did not occur during unauthorized use of the vehicle, in violation of any provision of this Agreement, or after the deadline.
- d) That the CLIENT notifies TROPIC and returns the original key to the vehicle in the event of theft of the vehicle, together with the corresponding formal complaint to the competent authority. Such complaint must be made by the CLIENT as soon as he/she becomes aware of the fact. Otherwise, the CUSTOMER will indemnify TROPIC for the market value of the vehicle.

### **7.4 Exclusions from Optional Coverages**

The following are expressly excluded by the coverage, or any total or partial exemption from excess, and therefore the CLIENT will be responsible for:

- A. Damage to vehicle interiors, upholstery, glove compartment, and interior accessories.
- B. Damage to the clutch and gearbox.
- C. Towing costs in case of negligence.
- D. Recharging the battery.
- E. Breakdowns caused by the driver's negligence, as well as mechanical breakdowns due to failure to follow the manufacturer's or TROPIC's instructions, or aggravations resulting from failure to comply with the alerts indicated by the on-board instruments (temperature marker, oil and immediate stop warning lights, etc.).
- F. Damage caused by blows to the underside of the vehicle, or to the upper area of the vehicle due to not respecting the dimensions of the vehicle.
- G. Error in refueling.
- H. Water ingress into the vehicle.
- I. Loss or breakage of keys or controls.

*J.* Damage or loss of any accessory (baby seat, booster seat, damage or loss of antenna, key rings, triangles, reflective vest, wiper blades, navigator, gas cap, etc.). *K.* Any type of damage or breakdown caused by improper use of the vehicle. *L.* Misappropriation of the vehicle.

*M.* All possible damage to your own, or to third parties, when the vehicle is driven off asphalt roads.

The CLIENT authorizes TROPIC to charge the costs caused by the breakdowns, damages or losses described above according to the payment system that appears on the front of this Agreement.

#### **8.- UNAUTHORIZED USE**

It will be the CLIENT's obligation to use the vehicle with due diligence, in accordance with its characteristics, respecting the current motor vehicle traffic regulations and avoiding, in any case, any situation that could cause damage to the vehicle or to third parties.

Any case that does not comply with the provisions of these paragraphs will be understood as unauthorized use. The CUSTOMER shall be fully liable for any damage caused to the interior and exterior parts of the vehicle by unauthorized use of the vehicle, in which case it is obliged to pay all expenses incurred.

Unauthorized use includes, but is not limited to, the following cases cited by way of example: *A.*

Pushing and towing any other vehicle, trailer, or other object.

*B.* Driving in places not suitable for public transport such as beaches, car circuits, forest tracks, local roads, as well as driving on unpaved or asphalted roads, but with serious deficiencies that could lead to damage to the underside of the vehicle.

*C.* Driving your vehicle in restricted areas, including airport runways and other roads associated with aeronautical and/or military use.

*D.* Acting negligently in the face of the lighting of whistles or warning signs on the frame of the rented vehicle and that the CLIENT declares to know by signing this Contract.

*E.* Transporting animals (live or dead), dangerous, flammable and/or harmful substances for the vehicle and its occupants and/or products that leave traces of odour and dirt.

*F.* Transporting improperly packaged objects that can spill onto the cargo area (liquids, debris).

*G.* Sublet the vehicle.

*H.* Use the vehicle in any activity contrary to the law.

*I.* Transporting more people or luggage than the vehicle is authorized for, or carrying any item on the roof of the vehicle even when using a suitable device.

*J.* Tampering with or tampering with the odometer. In the event of a malfunction, the CLIENT must notify TROPIC immediately.

*K.* Leaving items susceptible to theft in plain sight with consequent damage to the vehicle.

*L.* Soiling the interior of the vehicle beyond what is implied by reasonable and careful use.

*M.* Driving the vehicle in a state of fatigue, illness or under the influence of alcohol, medications, drugs or any other substance that affects the ability to react. *N.* Driving recklessly, sportingly, or dangerously.

*O.* Carrying passengers in exchange for money directly or indirectly, or transporting goods in exchange for money, except in the case of trucks and vans.

- P. Participate in races, *rallies*, tests or other competitions, or training of any modality, official or not.
- Q. Use the vehicle for driving learning activities in any circumstance and/or teaching any special skills behind the wheel. A. Driving without respecting traffic rules.
- S. Permitting the rental vehicle to be driven by a person not authorized by the Contract.
- T. Driving the vehicle outside the island of Fuerteventura without the express written authorisation of TROPIC.
- U. Use the vehicle after the rental period has ended.

Unauthorized use by the CLIENT will entitle TROPIC to terminate the Rental Agreement early in the event of culpable breach by the CLIENT, requesting, where appropriate, the corresponding compensation for damages; and TROPIC may take charge of the vehicle, at any time, with or without the consent of the CLIENT.

### **9. PERSONAL PROPERTY**

TROPIC is not liable to the CUSTOMER or to any passenger for loss or damage to property left in the vehicle during or after the rental period (forgotten or lost items). Such goods are absolutely the responsibility of the CLIENT.

### **10. VIOLATION OF TRAFFIC RULES**

The CLIENT assumes full responsibility for fines and any other consequences arising from the violation of traffic rules, parking orders or prohibitions, during the rental period for which the CLIENT is liable. If TROPIC has to pay such fines, the CUSTOMER agrees that TROPIC will charge the amount of the corresponding fine(s) against their payment method, during the term of the Rental Agreement or after the vehicle has been returned. An administrative charge of €50 per fine may also be charged to compensate for the administrative work involved. TROPIC will provide the CLIENT, upon request, with a copy of the notification of the fine that TROPIC may have received. THE CLIENT is obliged to provide TROPIC with all the data relating to the DRIVER: name, surname(s), home address, date of issue and ID number, and that these are truthful, with the LOTT and ROTT, at their own expense. Therefore, TROPIC is not responsible for any penalties arising from this reason.

### **11. MANDATORY RESTRAINT DEVICE APPROVED FOR CHILDREN**

In the case of using the vehicle for the transport of children under three years of age or older who do not exceed the height of 150 centimetres, the CLIENT must notify TROPIC so that they can provide him, upon payment of the corresponding rental fee and without anchoring in the vehicle, the corresponding one

Mandatory restraint device approved according to the weight and size of the child or person who must use it. The installation of the same will always be the responsibility of the CLIENT.

### **12. JOINT AND SEVERAL LIABILITY AND INDEMNIFICATION**

The CLIENT fully exonerates TROPIC for the direct and indirect damages that the CLIENT may have as a result of a breakdown or accident of the rented vehicle.

All authorized additional drivers shall be jointly and severally liable for all obligations of the CLIENT arising from the Contract and the laws applicable thereto.

To the extent permitted by law, the CLIENT undertakes to indemnify TROPIC against any claims relating to the use of the vehicle, any damage suffered by the CLIENT, including, but not limited to, the fines and other consequences referred to in clause 9, or any other matters that are the responsibility of the CLIENT.

TROPIC expressly rejects any liability for damages, whatever they may be suffered by the CLIENT or by a third party, unless TROPIC is through fault.

### **13. TROPIC'S LIABILITY**

TROPIC is liable for damages suffered by the CLIENT if they are due to negligence on the part of TROPIC. Nothing in these terms shall exclude or restrict TROPIC's liability for damages resulting from negligence or other liability which may be excluded by law. TROPIC, provided that it takes due precautions and does everything necessary to prevent such a possibility, shall not be liable for mechanical failure of the vehicle due to normal or occasional deterioration, nor shall it be liable for any expenses, delays or damages in any way arising directly or indirectly as a result of such failures or breakdowns.

### **14. PERSONAL DATA**

The CLIENT authorises TROPIC to process his/her personal data automatically, which is necessary for the provision of the agreed service, as well as for the offer and contracting of other products and services that may be of interest to him/her and of which TROPIC will inform him/her.

The CLIENT's personal data will be treated confidentially, and TROPIC will adopt the necessary measures to comply with Spanish legislation on the protection of personal data (Organic Law 15/99). The CLIENT has the right to access, rectify and, where appropriate, cancel his/her personal data by means of a written request addressed to TROPIC. Likewise, the CLIENT gives his/her consent for TROPIC to transfer his/her data to companies of the group or to others with which the company concludes collaboration agreements for the better provision of the agreed service, as well as for the purposes of credit control, based in Spain or abroad, in compliance with Spanish legislation on the protection of personal data. If the CLIENT breaches this Agreement, his/her personal data may be disclosed or given to third parties if this helps in the collection efforts. The CLIENT expressly consents to TROPIC processing his/her personal data cross-referenced with geo-positioning data. TROPIC may have direct and unannounced access to this data for the use of the same, both for security reasons and at a commercial level. Likewise, the CLIENT also assumes and expressly consents to the rental vehicle being geo-positionally controlled.

### **15. CUSTOMER SUPPORT.**

For any request for information or to submit any suggestions, claims or complaints, please contact TROPIC, Customer Service Department, Calle Juan Évora Suarez, number 27, local 2, Caleta e Fuste (35610), Fuerteventura, telephone. 928163821; or via e-mail: [info@tropicrentacar.es](mailto:info@tropicrentacar.es)  
CLIENT agrees



