

GENERAL CAR RENTAL CONDITIONS

1. PURPOSE

Masterkings – Aluguer de automóveis, LDA., hereinafter referred to as “Masterkings”, rents the motor vehicle, duly identified in the particular conditions of the contract and, hereinafter referred to as the “Contract”, to the customer identified in the particular conditions, and hereinafter referred to as “Customer”, which is governed by the following general terms and conditions.

2. VEHICLE DELIVERY AND RETURN

2.1. The Customer acknowledges and accepts that the vehicle received is in good working order and clean, with all accessories and documents mentioned in the contract and in the joint verification document designated by Damage report, which undertakes to return it to the place, date and time agreed in the contract, under the same conditions that you received it.

2.2. If the use of the vehicle violates the contract, Masterkings may terminate the contract, so it is mandatory for the customer to return the vehicle to the agreed location, under penalty of having the vehicle taken from him, at his expense and, in accordance with the law.

2.3. Although subject to Masterkings' approval, if the Client wishes to extend and/or change the rental period, he must contact Masterkings, so that a new contract can be concluded at its premises in Masterkings office;

2.4. Masterkings is not responsible to the customer or any passenger for loss or material left in the vehicle, either during the rental period or after its expiry.

3. USE OF THE VEHICLE

3.1. The Customer must take care of the vehicle, ensuring that it:

3.1.1. it is properly locked and in a safe place when not in use;

3.1.2. use the proper fuel: The Customer is solely responsible for placing the wrong fuel, being always subject to a charge of excess full amount corresponding the group of the car.

3.1.3. carefully use any safety device fitted to the vehicle, if any;

3.1.4. is returned with the respective documents, in case of loss, it is always subject to the payment of 150 Euros, to replace them.

3.2. The Customer undertakes not to use or not to allow the use of the vehicle in the following situations:

3.2.1. carry out transport of passengers or goods in violation of the law;

3.2.2. in sportive events or training, whether these are official or not;

3.2.3. by any person under the influence of alcohol, drugs or any other substance not permitted by law and which, directly or indirectly, reduces their perception and/or ability to react;

3.2.4. by persons who have held a driving license for less than one year, persons under the age of 21 and/or who are not identified in the contract or attached document as additional drivers;

3.2.5. outside the national territory, unless previously expressly authorized.

3.3.- In the event of an accident, the Customer undertakes the following procedures:

3.3.1. Inform Masterkings and the police authorities of any and all accidents, theft, robbery or any other claims, within a maximum period of 24 hours;

3.3.2. Obtain the names and addresses of the persons involved and witnesses;

3.3.3. Do not leave the vehicle without taking the appropriate measures to protect and safeguard it, the abandonment of the vehicle results in each group being charged the full deposit;

3.3.4 Immediately contact Masterkings providing a detailed accident report, as well as the accident report raised by the police authorities.

4. VEHICLE MAINTENANCE AND REPAIR

If the vehicle suffers any damage, repairs and/or possible refunds can only be made by prior agreement between the customer and Masterkings, any invoice without prior agreement and respective tax number will not be considered for reimbursement.

5. PRICES AND SERVICES

5.1. In the rental price, in addition to the Day(s) is included, unlimited and/or agreed Kms, Insurance – CDW that includes all damages caused to the vehicle in the event of an accident, with the lessee being subject to the payment of a variable deductible depending on the type of vehicle and included in the table annexed to the contract, which is an integral part of it and VAT at the Legal Rate in force.

5.2. The Client may contract the following services:

5.2.1. Super CDW – Covers all damage caused to the body work of the vehicle;

5.2.2. – Super Special – Covers the theft and/or theft of tires, windows and locks on the vehicle;

5.2.3. The client must not to assume any responsibility or to plead guilty in the event of accidents, which may imply liability on the part of the rental company;

6. COVERAGE: Only the Customer and/or authorized drivers can benefit from Super CDW, CDW coverage.

7. DAMAGES: All damages resulting from the misuse of the vehicle, as well as all repair and compensation expenses corresponding to the downtime of the accident vehicle, are the exclusive responsibility of the customer, even in the case of Super CDW subscription, such as;

7.1. in the event of an accident due to speeding;

7.2. in the event of an accident and/or driving under the influence of alcohol, drugs or consumption of any other product that impairs driving ability.

7.3. All coverages, CDW, SUPER CDW are only valid during the period agreed in the contract. Outside this period, the Customer will be solely and exclusively responsible, and Masterkings declines any and all liability for accidents caused in this situation.

8. PAYMENTS

8.1. The Customer expressly undertakes to pay the amounts due, arising from the conclusion of this contract, to Masterkings as soon as they are requested, namely:

8.1.1. The price due for the rental of the vehicle, depending on the rental period and respective mileage calculated according to the rate included in the contract;

8.1.2. Any and all charges relating to the removal of deductibles for shock, collision and overturning, theft coverage and any other applicable expenses in accordance with the tariff or fees contained in the particular conditions of this contract;

8.1.3. All taxes and fees levied on the rental of the car or the amount fixed by Masterkings for reimbursement of such taxes;

8.1.4. All costs by Masterkings arising from the collection of outstanding payments by the Customer, as a result of this contract;

8.1.5. Any and all invoices not paid on the due date will be charged with late payment interest at the maximum rate in force;

8.1.6. In the event of an accident, the Customer will pay 50.00 Euros (fifty euros) as administrative expenses for the respective process;

8.1.7. The Customer, in order to guarantee compliance with the obligations arising from this Agreement, will provide a security deposit, by credit card (mandatory, in name of the customer and present and the contract celebration), for the amount referred to in the Agreement, expressly authorizing Masterkings to fill in and debit the credit card the amounts due.

8.1.8 a credit card is mandatory to rent a car.

8.1.9 In case of early return of the vehicle, violating the provisions of the contract, Masterkings is not responsible for any return of the amount previously agreed and paid by the customer.

9. ADMINISTRATIVE EXPENSES

If Masterkings is notified by the competent authorities/entities, as a result of an administrative offense or unlawful conduct practiced by the Customer, solely to identify the same, the latter undertakes to pay, as administrative expenses, the amount of 50.00 Euros (Fifty euros) for the information provided to those entities.

10. AGREED DOMICILE

Masterkings and Client agree that the addresses mentioned in the Contract are the correct ones for any contact, namely, for the purposes of notifications.

11. PERSONAL DATA

11.1. At the beginning of the Contract, the Customer must provide his/her personal data as well as that of all drivers of the vehicle, for identification purposes, so he expressly authorizes Masterkings to proceed with the computer processing of the same.

11.2. MasterKings is the entity responsible for processing the personal data provided under the contract, so under the terms of Law. responsible and/or named users access to their personal data for the purposes of rectification, updating or modification.

12. TOLLS

12.1 This vehicle is equipped with an automatic electronic device for collecting tolls whenever it travels on road infrastructures duly equipped for this purpose, so the Customer is solely responsible for paying them in full during the term of this Agreement. Contract;

12.2 For payment purposes, the Customer must provide a valid Credit Card, ensuring that it has a sufficient balance to meet the payments due for the use of the road infrastructure used during the course of this contract.

12.3 If you don't do so, you give your authorization to Masterkings Lda. to communicate your data to the competent Entities in the event of non-compliance and/or non-payment, in accordance with the general terms defined by Law nº 25/2006 of 30 June .

12.4 Access to tolls information might take more than 21 days, despite the timeframe, all the tolls received after are client's responsibility if they were used during is rental.

13. PRIOR INFORMATION

The Client acknowledges that all the clauses contained in this contract were timely and expressly communicated to him, explained by Masterkings, having been made aware and elucidated about them, therefore signing this contract in full agreement.