



Terms and conditions

GENERAL TERMS AND CONDITIONS 2016-2017

GENERAL RENTALS CONDITIONS

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Full general terms and conditions are available in all Guerin desks.

- **Cross border policy**

Guerin cars may be driven into any European Economic Community Country and Switzerland, yet, must be returned to originating point unless a One-Way has been pre-arranged from the designated points. Vehicles cannot be driven into any Eastern Europe or Africa Countries (except Slovenia and Slovakia), as well as other specified in the International Motor Insurance Card.

- **Child seats**

Child seats are required by law and must be reserved in advance. Guerin Car Rental can supply children and booster seats at an additional charge per day.

- **GPS**

This extra must be request in advance; Equipment only available in airport locations and subject to an additional charge will be applied per day at a maximum of 10 days per rental. In case of loss or damages there will be an excess do not cover by SCDW/EXCESS REDUCTION.

- **Fuel**

All vehicles are delivered with a full tank of petrol and vehicles must be returned in the same conditions. Clients should leave a fuel deposit of Euros 100,00 . If the vehicle is returned with less than a full tank, in addition to petrol shortage an extra charge of Euros 30,00 for refuelling service will apply.

- **Driver requirement**

All drivers must produce a valid driver's license, a valid credit card and a prepaid voucher. Licenses should be full, clean and must have been held for at least one year.

- **Additional drivers**

Only the renter and other approved persons at the beginning of the rental – additional drivers - are permitted to drive a Guerin Car. By each additional driver will be an additional surcharge.

- **Deposit**

To all customers are required to place a deposit taken in the form of a credit card imprint. Deposit is based on the insurance excess amount and petrol tank, except if they present a "Full Credit" voucher.

- **Deliveries and collections**

Guerin Cars must be collected and returned to Guerin rental stations. Deliveries and collections at hotels, villas, etc are on a request basis and subject to availability. By each service, an additional charge will apply. Guerin concede a grace period of 20 minutes in delivery/collection. After that period, there is no return to the place and the car must be returned in one Guerin location. In case of collection, after this grace period will be charged an extra day.

- **One-Way Rentals**

All One-Way inside Portugal Mainland between Guerin stations is allowed and there is an additional surcharge.

- **Out of hours**

Out of hour's service, is applied only at airport locations and are subject to availability and an extra charge for each provided service will apply. This service is subject to availability and needs Guerin confirmation; however we only give 1 hour tolerance to pick up the car, after the arrivals flight time.

- **Free sell status**

Free sell status applies to all reservations received up to 7 days before the beginning of the rental. This free sell period is available for car groups MINI, C, P, E, E1, J and J1.

Reservations for the other car groups must be made on a request basis and Guerin will send back the reservation status in 24 hours.

Free sell status will be available until such time as a stop sale exists. Stop sale notice will be sent 24 hours prior to the period of its beginning and all reservations received until 24 hours after the stop sale notice will be honoured.

- **Policy on special Cars**

For all customers from all points of sale, that make bookings for groups K (IWMD), L (FWMD), G (FDMD) & H(PLMD), it will be mandatory the following requirements:

1 - Two valid credit cards.

2 - Return ticket to the country of origin.

IMPORTANT: These vehicles are no longer available in source market with the domain PT.

- **Minimum age**

The minimum age for all drivers of a Guerin Car is 21 years old except for car groups G, H, L, N and O, which 25 years of age is required.

- **Maximum age**

80 Years

- **Young drivers**

Drivers who not fulfil the age requirements (21 years) can drive a Guerin Car. An additional charge will apply. Although in all cases drivers must have held a driving license for at least one year. Applicable only for car groups from MINI to E1.

- **Minimum rental period**

Minimum rental period is 1 day.

Rental period is calculated on a 24-hour period. After a grace period of 59 minutes an extra day at Guerin Standard Rates will be charged to the customer, as well as the Complementary Products required by the customer.

No rental can exceed 30 days on one rental agreement. A separate voucher must be issued for rentals exceeding 30 days at the same rate of the beginning of the rental.

Charges for the additional days that have not been prepaid on the tour voucher will be charged per the Guerin Standard Rates.

- **Reservations**

All reservations, extensions and cancellations must be sent by fax or e-mail to the Guerin Reservations Centre prior to customer arrival.

Reservations also could be made on Guerin website (www.guerin.com.pt) by an allocated login.

Cars are reserved by group or category only and not by specific make or model. Similar or large cars may be substituted.

Economy Cars with deliver & collection on Guerin locations, within the working hours period are automatically confirmed.

- **Booking Cancellation Policy on GUERIN website**

Online booking cancelation: In case of cancellation the Reservation Department must be informed by phone at (00) 351 210 100 200, or via email to centralreservas@guerin.com.pt.

Refund of Online Booking: Up to 48 hours before the start of the rental , the customer will be fully reimbursed, however an administrative fee will be charged of €10.00 (VAT at legal rate). If the cancellation occurs less than 48 hours from the start of rental, customer will be charged a cancelation fee equivalent to one day's rental, plus the administrative fee of €10.00 (VAT at legal rate). The amount of cancellation charges will never exceed the actual cost of the rental.

Refund for vehicle pick up impediment: In case of insufficient documentation, failure to provide a valid credit card to secure the amount of the deposit and/or non- car collection in the time/date specified, there will be no refund.

- **Modification policy/ booking change on GUERIN website**

The modification / Booking change online should be done within 12 hours before the beginning of the rental through the Reservations Department by telephone number (00) 351 210 100 200 or via email to centralreservas@guerin.com.pt.

In case the number of days in the rental increase, the customer will be responsible for paying for extra amounts.

It's not possible to modify / change the booking after the date and estimated time of beginning of the rental.

If the modification / change of the booking involves reduction of rental days there will be no place to refund.

The modification / change of booking is subject to fleet availability.

- **Refund policy on GUERIN website**

For any refund will be charged an administrative fee of €10.00 (VAT at legal rate).

Airport service

All rentals agreements starting at the airports are subject to an additional surcharge, per rental.

- **Road Tax**

All rentals agreements are subject to an additional daily surcharge at a maximum of 15 days per rental. In case of long-term reservations, which mean a monthly rental agreement (30 days), this surcharge will be applied at a maximum of 15 days per rental agreement.

- **Toll Service**

Guerin vehicles are fitted with an identifier that allows recognise all the trips made. Ask for TOLL SERVICE at the time of collecting your vehicle. In order to use TOLL SERVICE, the client must present a valid credit card accepted by GUERIN. This equipment is subject to a deductible in case of theft, loss or damage in the amount of 36,90 €.

- **Administrative Fee**

Payment of a Fee in case there are fines or infractions that Guerin has the need to identify the drivers.

Insurance and coverage

- **Accidents**

Renter must advise Guerin Car Rental station of any accident within 24 hours of the accident occurring, as well an Accident Damage Report duly fulfilled with all details of Guerin Driver and the third.

In the event of an accident, renters always have to call the Police authorities and present at the Guerin Car Rental station the respective application.

- **Excess**

If the Guerin rental agreement terms and conditions were not violated, the renter will only be responsible for the excess amounts, as discriminated on the tariffs.

- **Excess Reduction**

This product reduce the excess to 300€ (groups Mini, C & P) and 500€ (other car groups) in case of a breakdown, accident, vandalism acts & tires with the rented vehicle. Is available for a daily price depending on the car group and have a maximum of 15 days.

- **Third party liability insurance**

50 million Euros cover Guerin cars, according to the insurance certificate.

The violation of the Guerin rental agreement terms and conditions or unreported accidents may void this insurance.

- **Collision damage reduction - CDW**

CDR limits the renter's financial responsibility for damage to the rental vehicle. If Guerin rental agreement terms and conditions were not violated, the renter will only be responsible for the applicable excess.

- **Theft protection reduction - TP**

TPR limits the renter's financial responsibility for loss to the rental vehicle. If Guerin rental agreement terms and conditions were not violated, the renter will only be responsible for the applicable excess.

- **Super CDW**

CDW and TP excess amounts can be waived by purchasing Super CDW, which have a daily fee.

The violation of the Guerin rental agreement terms and conditions or unreported accidents may void this protection, as discriminated on Complimentary Products annex to the tariffs.

- **Important Notice**

Guerin coverage options (CDW, TP, Super CDW) do not cover damages observed in roofs, windscreens, all wilful damages and negligence. In these cases the costumer will be liable to all damages caused to Guerin vehicle due to the damages of this notice.

- **ACDW**

This extra protection eliminates liability regarding damages caused in the windscreens.

- **ACDW PLUS**

Apart from the traditional coverage of windows, the ACDW Plus offers a free period of 3 hours and 59 minutes after the estimated vehicle delivery.

- **Personal Accidents Insurance (PAI)**

For your protection and as well for the other passengers, this insurance gives you several options, amounts and assurances that allow you to face anything unexpected. Medical Expenses up to a Maximum of 1.500€ per person and Indemnity per death or permanent disability up to a maximum of 15.000€.

- **Damage Management Fee**

Payment of a Fee whenever there is damages with a value equal or greater than € 36,90 or has not previously subscribed the SCDW.

- **Travel Assistance**

All prices include 24 hour travel assistance, in case of a breakdown or accident with the rented vehicle. This service provides breakdown service or towing of the rented vehicle and or transportation of the passengers to the nearest Guerin rental service centre.

With regards special vehicles, the customers will be transported to the nearest airport service center. The telephone number for travel assistance is available in the individual contract folder.

Outside the country, Travel Assistance is limited to towing service for the following situations:

1. A damaged vehicle is sent directly to a Guerin Office (in Portugal), and the customers are subsequently transported to the nearest service center within national territory. In case of a special vehicle, the customers will be transported to the nearest airport service center.
2. As for broken down vehicles, if the repair period is up to three days, it is repaired on site and returned to the customer, in case the repair exceeds the three days, the vehicle is sent directly to a Guerin Office (in Portugal), and the customers are subsequently transported to the nearest service center within national territory. In case of a special vehicle, the customers will be transported to the nearest airport service center.

- **Vehicle Maintenance**

The Customer and the drivers authorized to drive the Guerin vehicle are responsible for correct handling of the vehicle and for complying with the standards of use recommended by the manufacturers. All costs related to repair, maintenance or replacement of oil and fluids that do not exceed the value of €25 will be reimbursed through the presentation of the respective receipt in the name of Guerin, tax payer identification number 501.738.681. Any expenses exceeding the amount abovementioned require prior authorization, which should be requested from Guerin.

- **VAT**

All services, additional protection, franchise charges and Complementary Products include VAT at the legal rate in effect on the date of the transaction.

GENERAL RENTAL CONDITIONS

GUERIN Rent-a-Car (Dois) Lda, (henceforth known as Guerin) rents to the Customer through a Rental Contract of which the General Conditions are an integral part, the motor vehicle described in the present contract (henceforth known as the Car), according to the terms set out on the first page, the rental being subject to the terms and conditions described below.

This document contains the terms of the rental contract signed between Guerin and the Customer, so that the Customer must ensure that he has full knowledge of the contract and agree with the following terms:

1. CONDITION OF THE CAR AND ITS RETURN

1.1 The Customer herewith declares and accepts that the Car rented under this agreement is in good working order and without any apparent defects over and above those described in the "Estado da Viatura" This forms an integral part of this contract and is hereby wholly reproduced for all purposes, and it is your obligation to return the vehicle documents and other equipment itemized above. that he must return the Car in the same condition as he found it, at the same time as all the documents, spare parts, accessories and equipment for the Car that were delivered to him/her on the same date.

1.2 The return of the Car as specified in 1.1 above must be made to the same Guerin representative that delivered the Car, unless the Rental Contract specifies otherwise.

2. CONDITIONS OF USE

2.1 The Customer must ensure that he takes care of the condition of the Car and that it is locked and in a safe place when not in use.

2.2 The Customer must use the appropriate fuel for the Car as well as safety equipment in the vehicle to the extent that such use is necessary and/or prudent.

2.3 The Customer must not use the vehicle or allow it to be used under the following circumstances:

- a) For the commercial transport of goods or passengers;
- b) For the transport of goods, even when free of charge, when in violation of any law or regulation;
- c) To tow and/or push any other vehicle or object;
- d) To take part in sporting events;
- e) While the driver is under the influence of alcohol, drugs or other substances that directly or indirectly reduce his or her perception or ability to react;
- f) Breaking any traffic rules;
- g) When driven by any other person who is not an authorised driver under the terms of the present Contract, or who, even if authorised, does not meet the minimum requirements demanded by Guerin in terms of age and Driving licence validity. Under these circumstances, the Customer will be directly responsible to Guerin and must indemnify Guerin according to the relevant legal and contractual terms
- h) Outside European Union, except Switzerland and Norway.

3. CUSTOMER RESPONSIBILITIES AND CHARGES

3.1 Over and above the terms of the present Contract, the Customer has the following additional obligations:

- a) To make payment for the rental of the Car according to the tariffs in force, for additional costs airport fees, road tax, delivery and collection, one-way, young driver, and the options chosen by the Customer, as described in the Rental Contract.
- b) To take full responsibility for and pay:

I) The cost of Car re- fuelling services (including any missing fuel) under circumstances where the car is returned with less fuel than that specified in the "Estado da Viatura" document;

II) The costs relating to documentation of the Car, where these have been stolen or lost by the Customer;

III) The costs paid by Guerin as a result of the incorrect fuel being used for the Car;

IV) Taxes payable under legislation in force during the period of the present Contract;

V) The costs necessary to replace tyres that have been damaged by abnormal use or as a result of accidental punctures;

VI) the Claims Management Fee, corresponding to the administrative costs of claims management, as well as costs of suspension of the vehicle during the administration period and the repair of any damage, regardless of whether or not the same occurs under a claim process. The Customer shall not bear this cost only in the following situations: where the Customer has acquired the SCDW service under this clause, or the same is included in the tariff and the damage does not result from any fault and/or negligence of the Customer, or where the value of the damage is less than the value established for the Fee.;

VII) All expenses, including fines and costs relating to the impounding of the vehicle, when it has been stopped by the police for the illegal transport of goods;

VIII) All fines, legal and non legal costs, penalties for traffic infractions or for any other infringement of the law caused by the Car or by the Customer plus the administrative costs for the identification to the authorities during the period of the Rental Contract, unless they were due to actions taken or oversight by Guerin;

IX) All costs and expenses including judicial costs and lawyers' fees contracted, to obtain payment of any sum due by the Customer under the terms of the present contract;

3.2 In addition to conditions in 3.1 above, the Customer will be responsible to Guerin, on the demand of the latter, for costs and losses suffered, including but not limited to repair costs, depreciation, loss of profits, vehicle recovery and towing costs:

a) For all damage to the Car during the rental period, with the exception of that damage specifically mentioned and described in the check out document;

b) For the theft or loss of the Car

3.3 Without prejudice to the terms of paragraph 3.4 below, the Customer's responsibility in this paragraph and the conditions applicable resulting from the Rental Contract, will be limited to the value of the maximum deductible, calculated in accordance with the respective schedule that is in force at the time of the start of the Rental.

3.4 The Customer can limit his responsibility to Guerin by agreeing to one or more of the following options: CDW (Collision Damage Waiver), SCDW (Super CDW), ACDW (Additional CDW) and TW (Theft Waiver), under the following conditions:

a) CDW -The Customer's responsibility resulting from damage caused to the vehicle, under the terms of sub-paragraph a) of paragraph 3.2 with the exception of damages caused by damage to windows, the underside or top of the car without collision and those damages resulting from incorrect use of the car, will be limited to the value of the minimum deductible, calculated in accordance with the schedule in force at the time of the start of the Rental;

b) TW - The Customer's responsibility for theft and loss of the vehicle under the terms of sub-paragraph b) of paragraph 3.2, will be limited to the value of the minimum deductible, calculated in accordance with the respective schedule in force at the time of the start of the Rental;

c) SCDW - The Customer will have no responsibility for damages covered by the CDW and TW agreed by the Customer;

d) ACDW - The Customer will have no responsibility on damage to windows;

3.5 In addition to provisions of the preceding paragraph, the Customer may instead opt for the possibility of reducing the excess to an amount less than the minimum excess according to the respective fee schedule for reduction of excess in force at the date of commencement the Rental.

3.6 The limitations on liability provided in the preceding paragraphs shall not become effective, even if the Customer has subscribed to the options described, where his or her liability results from a violation of the rules of use of the vehicle, wilful or negligent breach of the Highway Code or where the situations causing such liability occur when the Car is not being driven by the Customer or by an Authorised Driver.

4. RESPONSIBILITY OF GUERIN

4.1 Guerin cannot be considered to be responsible for any loss or damage caused by the Customer, except in the case of seriously negligent or fraudulent conduct.

4.2 Nothing stated in the present Contract will be sufficient to exclude or restrict Guerin's responsibility in case of death or bodily harm resulting from negligent or fraudulent conduct or any other responsibility that cannot be excluded in accordance with the law.

5. OTHER CONDITIONS

5.1 Guerin can at its own initiative at any time and at the expense of the Customer, revoke the present contract and retake possession of the vehicle, whenever the Customer uses it in violation of these General Conditions or of any other condition arising from the Rental Contract.

5.2 The Customer declares that he is aware that the minimum car rental period is one day, meaning for the purpose of this Contract, a period of 24 hours starting from the beginning of the rental period, and that the calculation for the total cost of the

rental period, and that the calculation for the total cost of the Rental will be based on the exact number of days during which the Car was in the possession of the Customer.

5.3 Any claim by the Customer concerning any charges due or the manner in which they have been calculated should be communicated to Guerin by the 30th day after receipt by the Customer of the final Account statement.

5.4 The Customer herewith authorises that the Rental and other costs resulting from the present contract that are his/her responsibility, be charged to his/her credit card.

5.5 Damages to the Car that are recorded by Guerin during thirty days following the end of the Rental Contract and due to the use of the Car by the Customer, will be included in the costs and expenses mentioned in the previous clause.

6. VIA VERDE MANAGEMENT SERVICE

6.1 Upon subscription to this service, Guerin provides the Client with a Via Verde identifier belonging to Guerin, installed to the windshield of the vehicle.

6.2 Through the use of the mentioned Identifier, the above-mentioned service allows the toll rate to be determined and ensures its collection under the electronic toll services available in road infrastructures duly equipped for this service. The Client is solely responsible for the full payment of the fees referred to during the period of the Rental Contract.

6.3 For the purpose of payment, the Client should use a valid credit card, ensuring that the corresponding bank account has the sufficient balance to cover the amounts due, allowing the debiting to occur at the same time as using the road infrastructures mentioned in the above point, accepting that the debits due may occur after the termination of the Rental Contract, as long as the use of the road infrastructure was verified to have occurred during the term of the contract.

6.4 The Client is still responsible for the proper operation and maintenance, in perfect condition, of the Via Verde Identifier, and in no case is to take out the abovementioned equipment from where it is installed, communicating any anomalies to Guerin or driving to a Via Verde assistance point in order to resolve the problem.

6.5. The non-subscription to the present service implies the responsibility of the Client under the general terms as defined by Law no. 25/2006 of 30 of June, as amended.

7. INSURANCE

7.1 The Customer and drivers authorised by Guerin are covered by third party liability insurance for personal or material damage caused to third parties with a limit of Euro , 50,000,000 (fifty million Euro), This policy was issued

in accordance with Portuguese legislation and should be considered an integral part of this contract. It is available for inspection at Guerin

7.2 In case of accident, Guerin will not be responsible for bodily or material damage caused to the Customer or passengers. 6.3

7.3 The Customer can take out personal accident insurance (PAI), the conditions of which can be inspected in the policy agreed between Guerin and the insurance company, which is available for inspection at Guerin.

8. ACCIDENTS, AND THEFT OF THE CAR

8.1 If the Car is stolen, the Customer must inform the relevant authorities within 24 hours of the theft occurring and complete and sign a theft report at the nearest Guerin Office.

8.2 The Customer must cooperate with Guerin and its insurers in any investigation or judicial process following or as a result of any occurrence of the events described in paragraph 7.1.

8.3 In case of accident, the customer must complete the relevant "amicable declaration", report the accident to the police and sign the accident report at the nearest Guerin Office within 24 hours.

8.4 Breach of the obligations referred to in this Clause, whereby the Customer shall be considered to have behaved negligently, and shall consequently be liable for all repair costs, in the event of accident, or costs involved in recovering the Car, in the event of theft.

9. ESSENTIAL REQUIREMENTS

9.1 For the purpose of the present contract, the minimum driving age will be 21 years but will be 25 years for the four wheel drive or luxury cars.

9.2 Guerin at its own discretion can authorise drivers for the Car of an age less than the ones described in the previous clause, but never less than 18 years, an option known as "young drivers", against payment of an additional charge in accordance with the price list in force at the date of the start of the rental.

9.3 Maximum Age Driving for the purposes of this contract shall be 80 years.

10. PERSONAL BELONGINGS

Guerin will not be responsible to the Customer, any authorised Driver or passenger for loss or damage to personal possessions left in the Car, either during or after the contract period.

11. The CUSTOMER authorises GUERIN to process any personal data provided by means of a computerised system and to transmit such personal details to third parties in full compliance with current law, specifically Law 67/98, of 25 October, and provided that this is essential to the prosecution of its legitimate interests or the performance of its contractual obligations.

12. APPLICABLE LAW AND COURTS

This contract has been prepared in accordance with Portuguese Law and both parties agree to the jurisdiction of the courts of the city of Lisbon.

13. DATA PROTECTION

In the course of the performance of the rental process, it is necessary to collect some personal data. It is mandatory to provide all the requested information. In the absence of such information, Guerin (the Data Controller) will not be able to correctly process the Customer's rental. Guerin will use the Customer's personal data to assist him with reserving, renting and for marketing purposes. The Customer may correct factual errors in that data or exercise his right to access, update, or delete personal data by sending a request to Guerin using the contact details provided in the rental agreement that the Customer signed when he collected the vehicle.

The Data Controller may transfer the Customer's personal data to entities in the Enterprise Holdings group located in: (i) the EU or (ii) the United States. If an entity is established outside the EU, e.g. US, the transfer will be based on guarantees to ensure the adequate protection of the Customer's personal data (e.g. consent of the Customer, transfer of data to third parties certified under the Safe Harbor EU-US or execution of standard contractual clauses

as approved by the European Commission). The Enterprise Holdings group may use the Customer's personal data to (i) provide effective services, (ii) conduct analytic and/or direct marketing activities, and (iii) allow Enterprise Holdings group to undertake customer satisfaction surveys by e-mail or by contacting the Customer on his cell phone or other number listed on the rental agreement or otherwise provided to Enterprise Holdings group. Where required by law, the Customer consents to the use of his personal data for the purposes in this section and to the transfer of his personal data to entities in the Enterprise Holdings group located outside of his country. For more information, please consult Enterprise Rent-A-Car Privacy Policy on www.enterprise.co.uk.

Guerin and/or Enterprise Holdings group may also use and disclose personal data to respond to legal requirements (e.g. request from law enforcement agencies), to enforce local policies, to respond to claims or to protect the rights, property, or safety of others.