

## **Rental Terms**

**Please note that this document is translation from the Portuguese version, which is the legal version to be considered**

**HOW – HOSTEL ON WHEELS, LDA.  
GENERAL RENTAL CONDITIONS**

### **CLAUSE ONE – SCOPE OF APPLICATION**

1.1 – The VEHICLE without driver rental contract celebrated between **HoW – Hostel on Wheels, Lda., NIPC nº 513 978 682**, hereinafter referred to as RENTAL FIRM, and the client identified in the Special Conditions, hereinafter referred to as HIRER, is ruled and regulated by the present General Conditions and by the preceding Special Conditions that are integrant part of the Rental Contract.

1.2 – Any alteration or derogation made to the General Conditions should be written and signed by both parties.

1.3 – The VEHICLE without driver rental contract celebrated between the RENTAL FIRM and the HIRER, is due for circulation only in Portuguese continental territory. For circulation in foreign countries, there must be a written authorization from the RENTAL FIRM and the respective applicable fees, in accordance with the respective price table.

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### **CLAUSE TWO – RESERVATIONS**

2.1 – To ensure the reservation of the VEHICLE identified in the Special Conditions, the HIRER must pay 50% of the total rental amount, which will be submitted to the cancelling fees referred in to clause 2.8.

2.2 – The reservation must be set out in writing.

2.3 – The confirmation of the reservation will be made by the RENTAL FIRM after receiving the payment, as indicated in the clause 2.1 (50% of the total rental amount).

2.4 – To ensure the VEHICLE collection, the HIRER must pay the remaining amount (the remaining 50% of the total rental amount), up to 10 days before the beginning of the booked rental period as referred in the Special Conditions.

2.5 – The lack of payment referred in to clause 2.4, will be considered by the RENTAL FIRM has a cancelation of the reservation, submitted to the cancelling fees described in clause 2.8.

2.6 – If the HIRER wishes to make any change to the reservation, it must immediately contact the RENTAL FIRM, however, it will be submitted to the respective VEHICLE availability.

2.7 – Any change to the reservation must be approved by the RENTAL FIRM and set out in writing, has described in the clause 2.2, which if not, results in a cancelation, submitted to the cancelling fees described in the clause 2.8.

2.8 – If a HIRER cancels the reservation, it will be submitted to the following cancelation fees:

2.8.1 – Cancelation until 31 days before the beginning of the rental period: the RENTAL FIRM will reimburse the total amount paid by the HIRER for the reservation.

2.8.2 – Cancelation between 30 and 16 days before the beginning of the rental period: the RENTAL FIRM will reimburse 50% of the total amount paid by the HIRER for the reservation.

2.8.3 – Cancelation between 15 and 7 days before the beginning of the rental period: the RENTAL FIRM will not reimburse any of the amount paid by the HIRER for the reservation.

2.8.4 – Cancelation less than 7 days before the beginning of the rental period: the RENTAL FIRM will not reimburse any of the amount paid by the HIRER for the reservation and the amount paid for the total rental period.

### **CLAUSE THREE – HIRER AND ADDITIONAL DRIVERS**

3.1 – Only the HIRER and the additional drivers identified in the preceding Special Conditions can drive the VEHICLE. For that, the identification documents and the respective valid driving licenses must be presented at the beginning of the rental period, before collecting the VEHICLE.

3.2 – The HIRER and the additional drivers must be over 21 years old, when signing the rental contract, and must present a valid B class driving license.

3.3 – Regarding the previous sub clause, as to the valid driving license, it's also applicable to the driving licenses issued by E.U. countries, as for those issued by the Federal Republic of Brazil, the Republic of Cape Verde, the Republic of Angola, the Principality of Andorra, the Democratic Republic of São Tomé and Príncipe and the Republic of Mozambique.

3.4 – In case the HIRER and the additional drivers are not residents in an E.U. country or in any of the referred countries in the previous sub clause, apart from the minimum age requirement referred in the clause 3.2, they must also present a valid international driving license.

3.5 – If the requirements written in the previous sub clauses are not fulfilled, the RENTAL FIRM is entitled and has the right of not delivering the VEHICLE and to apply the cancelation fees written in the clause 2.8.4.

### **CLAUSE FOUR – VEHICLE DELIVERY AND RETURN**

4.1 – The rented VEHICLE is delivered, along with the documents, by the RENTAL FIRM to the HIRER, at the company's office, at the time and date of the vehicle without driver rental contract settlement.

4.2 – The delivery of the VEHICLE can also take place on a different location, if accorded by the RENTAL FIRM and the HIRER, which will be subject to additional costs, according to price table.

4.3 – The HIRER declares have received the VEHICLE in perfect working conditions, clean, equipped with all accessories and five tires in good conditions, with no apparent defects.

4.4 – Any eventual damage in the VEHICLE is identified in the field “VEHICLE” of the precedent Special Conditions.

4.5 – The HIRER is obliged to maintain the VEHICLE in perfect maintenance and cleaning conditions, and returning it to the RENTAL FIRM on the same conditions as received, with all the documents, equipment and accessories, on the expected time and date of the contract termination.

4.6 – When returning the VEHICLE, the HIRER must return it as received (according Clause 4.3), with a cleaned interior (absence of garbage, sand, mud or any other waste and the residual waters deposit and chemical empty and clean) and a cleaned exterior.

4.7 – If the HIRER does not follow the instructions on number 4.5, the RENTAL FIRM will charge a cleaning fee, according to price table.

4.8 – The HIRER is responsible for the loss or damage of the VEHICLE accessories, equipment or spare parts. The HIRER must reimburse the RENTAL FIRM according to price table.

4.9 – If the VEHICLE is not delivered to an employer of the RENTAL FIRM, the HIRER is held responsible for every loss or damage caused in the VEHICLE, including theft and robbery.

4.10 – The VEHICLE must be delivered by the HIRER at the end of the rental period, or at the date of contract termination of the VEHICLE without driver rental contract, at the RENTAL FIRM office and during the working schedule. The VEHICLE can also be returned to the RENTAL FIRM on a different location and during a different schedule, but additional taxes will be charged, according to the price table.

4.11 – In case of the HIRER, unilaterally, wants to return the VEHICLE on a different location than the one that is described on the VEHICLE without driver rental contract, according to the price table, an additional fee per kilometer will be charged, considering the distance between the RENTAL FIRM office and the VEHICLE location.

4.12 – If the VEHICLE shows any damage, contrary of a prudent and normal use, the HIRER is held responsible and must reimburse the RENTAL FIRM of the repair costs.

4.13 – The delay of the VEHICLE return, obliges the HIRER to pay the RENTAL FIRM, as penalty clause, for each day of delay (full or fraction) a calculated value, based on the triple of the daily rate of the VEHICLE.

4.14 – It is cause for immediate termination of the contract, without any need of judicial intervention, the use of the VEHICLE for other means than the one for what is contracted, giving the right to the RENTAL FIRM to recover the VEHICLE immediately, without previous notice, being the HIRER held responsible for all the costs involved.

4.15 – If there is an impossibility to deliver the VEHICLE, at the beginning of the rental period, by reasons that are not imputable and responsible to the RENTAL FIRM, such as: i) delay on the delivery by the previous HIRER; ii) accident; iii) theft; iv) breakdown; or, v) any other situation that makes impossible to deliver the contracted VEHICLE, the RENTAL FIRM will return to the HIRER the total amount paid by him, and there will be no other compensation.

4.16 – For the delivery and/or return of the VEHICLE out of the RENTAL FIRM office, or outside the working schedule (Monday to Friday, from 09h00 to 17h00) there will be additional fees, according to the price table.

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#### **CLAUSE FIVE – USE OF THE VEHICLE**

5.1 – The HIRER cannot modify the VEHICLE in any way, install accessories and advertise or commercial mentions without previous written authorization of the RENTAL FIRM, otherwise the contract will be automatically resolved, without any need of judicial intervention, giving the right to the RENTAL FIRM to collect the VEHICLE, without the need to notice the HIRER, being the HIRER held responsible for all the costs involved.

5.2 – The HIRER cannot allow anyone to drive the VEHICLE, apart from the additional drivers identified in the rental contract, as in clause three.

5.3 – The HIRER cannot use, or allow anyone to use the VEHICLE in the following situations:

5.3.1 – To carry goods or passengers as public transportation or other, in exchange of any compensation or retribution;

5.3.2 – To use the VEHICLE in sport events, competitions or training, despite its official nature;

5.3.3 – To use the VEHICLE to transport goods, in violation to the law;

5.3.4 – To use the VEHICLE to push or propel another VEHICLE or trailer;

5.3.5 – To use the VEHICLE to transport passengers or goods in violation of the VEHICLE specifications referred in the respective VEHICLE official documents;

5.3.6 – To use the VEHICLE in any way contrary to the official legislation;

5.4 – The HIRER cannot drive, or allow the additional drivers to drive the VEHICLE, under the influence of alcohol, drugs or any other substance that reduces perception and reaction capacity.

5.5 – The HIRER cannot sublease, lend, or give, fully or partially, by business or any other means, the resultant rights of this VEHICLE without driver rental contract, without previous written authorization of the RENTAL FIRM.

5.6 – The HIRER must close and lock the VEHICLE properly, and must not leave in its interior the respective VEHICLE documents, or any other objects that might origin theft, robbery, or damage to the VEHICLE.

5.7 – The loss or damage, total or partial, of the VEHICLE documents or keys, obliges the HIRER to reimburse the RENTAL FIRM of all costs involved, including administrative expenses.

5.8 – In case there is any loss or damage to objects transported or carried by the HIRER or other VEHICLE occupants, during or after the contract term, it is the HIRER's full responsibility.

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## **CLAUSE SIX – RENTAL EXTENSION**

6.1 – If the HIRER wishes to extend the VEHICLE rental period, beyond the stipulated date, he must request the RENTAL FIRM, by writing, with a minimum of 24-hour notice before the end of the current contract.

6.2 – The extension of the rental period, is submitted to the RENTAL FIRM's approval, which in that case will celebrate another VEHICLE without driver rental contract with the HIRER.

6.3 – If the RENTAL FIRM refuses to extend the contract, the HIRER must deliver the VEHICLE on the previous stipulated date.

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## **CLAUSE SEVEN – VEHICLE MAINTENANCE, REPAIR AND OTHER DAMAGES**

7.1 – The HIRER is obliged to:

7.1.1 – Respect the warning indicators of the VEHICLE;

7.1.2 – Verify the engine oil and cooling liquid levels every 250 kilometers and, if authorized by the RENTAL FIRM, refill them according with the manufacturer specifications written in the VEHICLE instructions manual.;

7.1.3 – Verify the tire pressure and steering alignment;

7.1.4 – Inform the RENTAL FIRM of any need of mechanical or electrical intervention;

7.2 – If any situation described on the previous sub clause occurs, the HIRER must **immediately stop** the VEHICLE and contact the RENTAL FIRM, which will inform the HIRER of the correct procedure to take;

7.3 – The costs of any repair made by the HIRER will be supported by the RENTAL FIRM, if the steps described in the previous sub clauses were fulfilled and as long as the expenses invoices, with the fiscal details of the RENTAL FIRM, be presented.

7.4 – Any tire damage, such as punch or burst tires are excluded from the disposed in clause seven, and are fully responsibility of the HIRER.

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## **CLAUSE EIGHT – ACCIDENT OR BREAKDOWN AND VEHICLE REPAIR**

8.1 – In case of accident, the HIRER must immediately contact the RENTAL FIRM to inform the location and circumstances of the accident, and simultaneously call the authorities for them to register the accident, being the HIRER obliged to remain at the accident location.

8.2 – If the conditions are guaranteed to fill out the "European Accident Statement", the HIRER is responsible for it, by filing in all the correct and necessary information. Also the HIRER must deliver the "European Accident Statement" to the RENTAL FIRM, so it can be sent to the Insurance Company.

8.3 – If the HIRER verifies the existence of any mechanical or electrical malfunction, he must immediately stop the VEHICLE and contact the RENTAL FIRM, which will indicate the correct procedure.

8.4 – If it is possible to repair the malfunction on the location, the HIRER, after the RENTAL FIRM's written authorization, can repair the VEHICLE, in a manufacturer assistance service and according to the instructions given by the RENTAL FIRM.

8.5 – In case of the VEHICLE's immobilization and impossibility to circulate, in the sequence of any of the situations described in the previous sub clauses, the RENTAL FIRM will send a towing vehicle to transport the VEHICLE to its office or to an assistance service indicated.

8.6 – In case the situation written in the previous sub clause occurs and:

8.6.1 – the VEHICLE is less than 50 kilometers from the RENTAL FIRM's office, another VEHICLE will be sent for substitution;

8.6.2 – the VEHICLE is more than 50 kilometers from the RENTAL FIRM's office, the HIRER and the VEHICLE will be transported to the RENTAL FIRM's office, where another VEHICLE will be delivered.

8.7 – The VEHICLE substitution, as written in the previous sub clauses, will only be assured according to availability of substitution VEHICLES.

8.8 – In case of unavailability of a substitution VEHICLE, the RENTAL FIRM will refund the HIRER for the remaining period of the signed contract.

8.9 – The costs of any repair made by the HIRER will be supported by the RENTAL FIRM, as long as the steps described in the previous sub clauses were fulfilled and as long as the expenses invoices, with the fiscal details of the RENTAL FIRM, be presented.

8.10 – Any expense with the VEHICLE recovery, regarding towing vehicles or any other means, in Portugal or abroad, due to a non-proper use of the VEHICLE, the HIRER will be fully responsible for those expenses.

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#### **CLAUSE NINE – FUEL**

9.1 – The VEHICLE must be returned by the HIRER with the same level of fuel that was registered on the beginning of the rental period, as described in the Special Conditions.

9.2 – If the VEHICLE is returned with less fuel than the one on the beginning of the rental period, the RENTAL FIRM will charge the HIRER the cost of the remaining fuel, to that value will be added up a fueling fee of 25,00€ (twenty-five euros).

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#### **CLAUSE TEN – INSURANCE**

10.1 – The rented vehicle is covered by compulsory liability insurance under the Portuguese legislation and insurance covering own damages, with a collision damage waiver (CDW) of €2000.

10.2 – The HIRER can subscribe one of the following coverages, that includes damage caused by accident and theft or robbery of the VEHICLE:

10.2.1 – BASE Coverage: security deposit of € 2.000,00 – included in the rental daily price of the VEHICLE.

10.2.2 – PLUS Coverage: security deposit of € 900,00 and includes windows coverage and one additional driver – this coverage as a daily fee, according to the RENTAL FIRM's price table.

10.2.3 – ULTRA Coverage: security deposit of € 300,00 and includes windows coverage, up to 4 additional drivers and extensive coverage to occupants – this coverage as a daily fee, according to the RENTAL FIRM's price table.

10.3 – In case of accident, theft, robbery or any incident, the HIRER is obliged to the following procedures:

10.3.1 – Inform immediately the RENTAL FIRM and the competent authorities, providing detailed report of the incident;

10.3.2 – To register the identification documents of all the intervenient and witnesses;

10.3.3 – Not to abandon the VEHICLE without taking the necessary precautions regarding the safety of the VEHICLE;

10.3.4 – Not to assume any responsibility or to declare guilty in case of accident, that might imply responsibility to the RENTAL FIRM;

10.3.5 – In case of theft or robbery of the VEHICLE, the HIRER must immediately inform the competent authorities, inform, and send copy of that notice to the RENTAL FIRM, together with the VEHICLE keys, in a maximum period of 24 hours. If these instructions are not followed, the insurance coverages will expire, and all costs will be full responsibility of the HIRER.

10.4 – In case of accident, theft or robbery, the HIRER is responsible for the security deposit, regarding the damage caused in the VEHICLE, up to the fixed amount of the subscribed protection coverage.

10.5 – The HIRER will be responsible by any expense, regarding repair of damage tires, rear view mirrors, bodywork, bottom structure, if these weren't as a result of a car crash accident and if all the sub-clauses included in the clause 10.3 weren't fulfilled.

10.6 – The HIRER will be responsible by any expense, regarding the repair any damage in the interior of the VEHICLE, such as, dashboard, seats, cabinets, drawers, benches, fridge, sink, stove, faucets, chemical toilet, water closet, mattresses and frames, and every existing equipment in the VEHICLE that owned by the RENTAL FIRM.

10.7 – If the HIRER did not subscribe the protection coverage PLUS or ULTRA, every windows damage, are the HIRER's full responsibility.

10.8 – Any VEHICLE damages, caused by driving in non-asphalt roads or in bad roads conditions, will be the HIRER's full responsibility.

10.9 – Whatever protection coverage subscribed, the HIRER is liable for all negligent or bad use of the VEHICLE.

10.10 – In case of accident due to excessive speed, negligent manner, driving under the influence of alcohol or drugs or any illegal substance that diminishes driving ability, the HIRER will be liable for all repair expenses and respective compensation for the time the VEHICLE is neutralized, regardless of the protection option subscribed.

10.11 – The VEHICLE is covered with insurance, only for the duration of the contract and as described in the Special Conditions, unless there is an approved contract extension.

10.12 – The RENTAL FIRM cannot be liable for any accident caused by the HIRER further then to the rental duration, being the HIRER the only liable one.

#### **CLAUSE ELEVEN – SECURITY DEPOSIT**

11.1 The security deposit can only be made through a valid credit card (VISA or MASTERCARD).

11.2 At the VEHICLE delivery, the HIRER is required to make a security deposit in proportion of the excess amount, according to the chosen insurance coverage. This amount will be frozen in the HIRER's credit card by the RENTAL FIRM, to ensure the excess payment, in the event of robbery or accident and any other VEHICLE damage during the rental period.

11.3 If the security deposit amount is not authorized by the bank or by the credit card company, the contract cannot be executed and the VEHICLE cannot be delivered. In this case, there will be no entitlement to the HIRER for reimbursement of amounts paid.

11.4 The security deposit will be returned by the RENTAL FIRM to the HIRER at the end of the rental period, after an inspection made by a RENTAL FIRM's employer, who shall state that the VEHICLE is in the same condition than when it was collected by the HIRER.

11.5 In the event of damage detection, the RENTAL FIRM will establish the amount the HIRER must pay, which will be deducted to the security deposit given as guarantee.

11.6 If the situation described in the previous number occurs, the HIRER will be liable for the total amount of the repair expenses and the correspondent reimburse of the immobilization period of the VEHICLE.

11.7 If the VEHICLE is operated in a non-proper way, the HIRER is held liable for the repair costs, if the resultant damage cost is superior than the security deposit value.

11.8 If the damages are not detected immediately, the RENTAL FIRM has a 10-day period, from the contract termination, to cash or to refund the security deposit or to claim the difference between settlement and the cost of faults or defects.

#### **CLAUSE TWELVE – PAYMENTS**



The HIRER undertakes the obligation to pay to the RENTAL FIRM, all expenses arise from this contract, both General and Special Conditions, at its demand, as follows:

The rental rate, regarding the rental period and the subscribed insurance coverage;

Any charge referring to personal accident insurance, windscreen insurance, additional accessories and any other expense according to the RENTAL FIRM price table or the rates and fees referred in the Special Conditions of this contract.

Every tax and fee related to the rental rate of the VEHICLE or the established amount by the RENTAL FIRM for the reimbursement of the referred taxes and fees;

Every expense paid by the RENTAL FIRM regarding extra or legal collection of the amounts owed by the HIRER, in consequence of the present contract.

12.2 Each and every unpaid invoice, issued by the RENTAL FIRM, will be added of interests according to the highest rate as well as a 20% increase as penal clause and compensation for occurred damages;

12.3 In case of accident the HIRER is liable for the payment of 35,00€, regarding administrative expenses;

12.4 The HIRER authorizes the RENTAL FIRM to charge all due expenses in the respective credit card;

12.5 Despite the stipulated in the previous number, the RENTAL FIRM can also demand the HIRER, one or more guarantors;

12.6 In case the RENTAL FIRM demands the HIRER for assigned guarantors, these ones will be identified in the special conditions of the contract, assuming to be the main payers, warrantors and solidary responders for any contractual obligations of the VEHICLE without driver rental contract.

12.7 The identified guarantors, renounce to the discussion benefit regulated in article 638.º of the Civil Code.

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### **CLAUSE THIRTEEN – AUTOMATIC TOLL PAYMENT DEVICE**

13.1 The VIA VERDE service (Automatic Toll Payment Device) usage by the HIRER is optional.

13.2 The VEHICLE has a device, owned by the RENTAL FIRM, installed in the VEHICLE windscreen. The device it's available for the HIRER to use it.

13.3 The VIA VERDE service, records every toll fee, and the RENTAL FIRM will charge the HIRER for the respective use of highway tolls. The HIRER is held liable for all the fees during the rental period.

13.4 For payment purposes, the HIRER must provide a valid credit card, with sufficient funds to ensure the related expenses.

13.5 The expenses to charge, regarding the previous numbers, can occur after the end of the contract period, as long as the use of tolls were made during the rental period.

13.6 The HIRER is responsible for the VIA VERDE device condition and is not authorized to remove it from the original position, and must inform the RENTAL FIRM of any anomaly and/or to go to a VIA VERDE technical assistance point to resolve the anomaly.

13.7 The non-subscription of the VIA VERDE service, implicates the HIRER, in the general terms defined by the Law n. 25/2006 of 30 of June, in it currently stands, that approves the legal framework applicable to occurred transgressions in the matter of road infrastructures that predict toll payments.

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#### **CLAUSE FOURTEEN – INFRACTIONS**

**14.1 The HIRER is held responsible and must pay to the RENTAL FIRM any expenses regarding fines and/or penalties due to the infraction of traffic rules, parking and tolls, as well as all the consequences and responsibilities that occur from those infractions.**

14.2 To the referred values and responsibilities on the previous number, the RENTAL FIRM adds the value of 25,00€ (twenty-five euros) regarding administrative expenses.

14.3 In case the RENTAL FIRM is notified, by any public or private authority, to specifically identify the HIRER, based on a misdemeanor process, the HIRER must pay 25,00€ € (twenty-five euros) regarding administrative expenses.

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#### **CLAUSE FIFTEEN – INFORMATION AND CLARIFICATION**

15.1 The HIRER clearly declares that the content of the present General and Special Conditions have been communicated in good time and explained and that the HIRER is fully aware and understands the specific content.

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#### **CLAUSE SIXTEEN – LITIGATION**

16.1 In case of a dispute related to the VEHICLE without driver rental contract, including the previous Special Conditions and the present General Conditions, it is settled as competent jurisdiction a court of law in Lisbon.

16.2 The parties agree that the addresses and contacts indicated in the Special Conditions are valid for judicial or extrajudicial citations and/or notifications.