Terms and Conditions - Cyprus

These term and conditions constitute our agreement with you for the services we provide for the supply of car Hire. For further information, please, check our Website <u>https://www.goldcar.es/tc/</u>

Included in the Price

- Unlimited Mileage
- The rental rates include Compulsory Automobile Cover and the Supplementary Civil Liability cover for the damage, involving third parties, arising from use and circulation of the vehicle.
- CDW (Collision Damage Waiver) with excess.

Not covered under the included cover: Tires, Wheels, Rear view and side mirrors, Windows, Hubcaps, Taxi (transportation), Towing costs, Locks, Battery, Motor, Undercarriage and Interior of car, Clutch, Replacement Keys, Copy of the key and delivery of the key to the closest Goldcar office, Damage to oil sump, Catalytic convertor, Radiator, a new deposit if a replacement vehicle is needed and Repair Period. Please see more in the Optional Covers Section.

- Theft Protection (TP) with excess
- VAT
- Telephone assistance is free for every customer on weekdays between 09:00 and 18:30. There will be a service charge that will not exceed 30€ for contacting Roadside Assistance/S.O.S outside of these hours, unless the customer has selected the optional Relax Cover Package. (Please see the Optional Cover section for more information.)
- Goldcar gives a **59 minute grace period** for the drop-off of vehicles without any additional costs to the customers. Therefore, Goldcar permits customers to return their rental vehicles up to 59 minute later than the time stated on the rental contract.
- The car hire contract may have a maximum duration of 28 days. After 28 days, a new contract is required (Please see the section Extensions of the Rental Period for more information).

Important Information

• The following documents are necessary to be able to rent a vehicle: Passport or Identification card, international driving license written in Roman letters (accompanied by the Driving License of their country) and a valid credit/debit card (Please see the section Payment Details for more information).

AIRPORT SURCHARGE

We will apply this to all customers renting a vehicle in any of these locations with the Flex Fuel or Full Fuel option.

The calculation of the Airport Surcharge will be a 15% of the sum of:

-The rate applied

-The extras amount charged (except damages, fine administration fee or other administration fees)

-Fuel tank

The Airport Surcharge can be obtained from the XML with the extra.

Fuel Systems

OPTION 1 (by default):

Flex Fuel SDR/QRS: The Quick Return System, (SDR in Spanish,) associated with this reservation is an agile system for returning the vehicle: it allows the customer to avoid unnecessary delays while returning the vehicle, last minute searches for service stations, or extra charges and penalties for refueling errors. For this reason, the Quick Return System includes a full tank of fuel that doesn't need to be returned full, it does away with the need for a check-in process to prove that the vehicle is topped up at the time it is returned, and it allows for flexibility in the return time. The cost of the Quick Return System must be paid on collection of the vehicle. It is determined based on the model of the hired vehicle and its fuel capacity, the price of fuel at collection and operational and logistical expenses.

We will block the fuel tank + operational & logistical costs + 10% of the total sum of the previous concepts & fuel tank DEBIT CARDS -> the tank is charged on collection). Once the vehicle is returned, the unblock of the amount paid will have a deduction equal to the value of the missing liters of fuel, operational & logistical costs and location cost (if applicable).

The price of the Quick Return System can be found at this web address: <u>www.goldcar.es/sdr</u>. It is necessary that you provide the customers with this link (on your Website, your vouchers...etc.) so that there is transparency with the fuel prices.

As you are aware, one of the most important issues is the transparency of the prices with no hidden costs. According to legal experts in consumers rights consulted this new system complies completely with European legislation.

We calculate the price of the SDR according to the following calculation:

SDR = Vehicle Model (in liters) x Price(€/liter) + OLC

Vehicle Model (in liters): the capacity in liters of the fuel tank based on the model the customer receives

Price (€/liter): the calculation of the unit Price of the fuel, taking as reference the average Price of the petrol. The value used is the result of the average of the cheapest and the most expensive price available on the date consulted.

OLC: The necessary operational and logistical costs, the cost is associated to the concrete model of the vehicle provided

We consider this new system to be very beneficial for the customers and both our companies as the customers ´ satisfaction will be increased positively.

Please, take into account that this issue will be a huge advantage compared to the current Goldcar fuel system. Furthermore, we are sure we will reduce the amount of claims related to the current policy as well.

We suggest that you explain in your Website our new system in a different way highlighting the advantages the customer will have.

The main advantages for the SDR/QRS are as follows:

- The vehicle is provided with a full tank
- It is not necessary to refill the tank before returning the vehicle
- Avoid unnecessary delays while returning the vehicle:
- a. A check-in process is not necessary to prove the vehicle is topped up at the time it is returned
- b. it is not necessary to look for a petrol station to refill the vehicle near to the drop off location

-Avoid refueling errors and the consequent costs as this is considered negligence

-Flexibility in the rental (in the locations where it is possible, the vehicle can be returned although the location is closed)

-Save money (the unused fuel is unblocked)

-Comfort thanks to the automatic unblock of fuel when the contract is finished

OPTION 2 Full Fuel SDC/CRS:

We will block the fuel tank + the "possible" penalty of $50 \in$ for not returning the vehicle full (DEBIT CARDS -> the tank is charged on collection). We will unblock the full amount if the vehicle is returned full. If the vehicle is not returned with a full tank, the unblock of the amount paid will have a deduction equal to the value of the missing liters of fuel (according to the current petrol station prices) plus a penalization of $50 \in$.

If you want to offer both the Flex Fuel as the Full option, you will have to define the Fuel option within the reservation.

Payment Details

• We accept credit cards, to pay the costs of cars rental, fuel and other local extras. The main driver of the car rental contract must be the cardholder of one of the following valid credit cards: MasterCard and VISA.

It is possible to pay with one card (rental + fuel + extras) and leave the Excess with a different card (both cards must be in the name of the main driver on the rental agreement).

• We also acceptdebit cards which implies the following condition:

The customers will be charged* the corresponding Excess (instead of blocking).

*Please, take into account that due to the foreign exchange rate and other possible banking charges not related to Goldcar, the customer will have to take responsibility for the possible expenses involved when we charge/refund the aforementioned deposit/Excess.

• It is NOT possible to pay bycash, American Express, Diners, Postepay, prepaid cards or Gift cards.

FOREIGN EXCHANGE RATE

All automatic refunds (unused fuel, deposit...etc.) are always made in Euro (even if the customer was originally charged in a different currency on collection) and consequently the customer will have to take responsibility for the possible expenses involved (bank commission charges...etc.).

Extras and Additional Charges

• ADDITIONAL DRIVERS:

7€ per day with a Maximum charge of 98€ per driver.

• BABY SEATS/BOOSTER SEATS/MAXI COSI:

9€ (taxes included) per day with a Maximum charge of 63€ (taxes included).

Baby seats/Booster seats must be fitted by the parent or guardian. Our staff is not permitted to help with the fitting of these items. The customer will always be responsible for fitting the seat.

• MINIMUM AGE REQUIRED/DRIVING LICENSE MINIMUM PERIOD:

Drivers must be 21 years and have held a valid driving licence for a minimum of 36 months/3 years. Customers who are under the age of 25 will be able to drive our vehicles but they will have to pay a surcharge of $10 \in$ per day with a maximum charge of $140 \in$ per rental. The customers who are 25 will not pay this surcharge.

• MAXIMUM AGE:

The maximum age allowed to rent a vehicle is 79.

Drivers from 71 years until 79 years on will be able to drive our vehicles but they will have to pay a surcharge of 10€ per day with a maximum charge of 140€ per rental .

• GPS:

We have GPS available at many of our locations, although it cannot be reserved in advance. If the customer would like GPS, they must check the availability upon arrival at the pick-up location. The cost of GPS is $10 \in$ per day with a maximum of $140 \in$ per rental. It is necessary to leave a deposit of $100 \in$ which will be refunded when the GPS is returned in good condition.

• SPECIAL CLEANING:

A charge up to 100€ will be applied if the returned car requires special cleaning.

• ONE-WAYS:

One ways permitted:

Larnaca – Paphos 35€

Paphos – Larnaca 35€

• ACCIDENT ADMINISTRATION FEE:

We charge a fee of 50€ administration fee (depending on each particular case) to the clients when they are involved in an accident (File proceedings) and have NOT taken our Super Relax Cover.

• DIVERTED FLIGHTS:

Changes in flight arrival destinations will incur a 100€ fee. If the flight is diverted and the customer collects the vehicle in a location different to the one reserved.

• AFTER HOURS COLLECTION:

The after-hours collection has an additional local charge of 40€ per car (flight numbers are essential).

The after hour fee will also be applicable to the customers who arrive with a delayed flight and collect the vehicle after the opening times. The customer will have to claim this to the Airline Company.

• FINES:

We charge a 50€ administration fee to the client if we receive a traffic fine. We are obliged to provide "the corresponding Authorities" with the details of the customers who receive a fine during the hire period. This fee does not include the payment of the fine.

The customer must pay the fine directly to the corresponding Authorities.

• LOSS OF THE VEHICLE DOCUMENTS:

If a customer returns a vehicle and the vehicle documents are not in the car (after checking the car), we will proceed to charge this fee.

The cost of this fee will be as follows:

-Cyprus 100€ per vehicle

• VEHICLE ABANDONED:

Customers who abandon Goldcar vehicles at any location other than the location agreed upon on the rental agreement will be responsible for the costs assumed by Goldcar Rental for the transport of the vehicle to the agreed upon drop-off location, as well as the corresponding daily rental charges and 100€ daily penalization fee.

• TELEPHONE ASSISTANCE/SOS:

Telephone assistance is free for every customer on weekdays between 09:00 and 18:30. There will be a service charge that will not exceed 30€ for contacting Roadside Assistance/S.O.S outside of these hours, unless the customer has selected the optional Relax Cover Package. (Please see the Optional Cover section for more information.)

• SUBSTITUITION VEHICLE:

In the cases of an accident or Vehicle breakdown, a new deposit will be necessary for the collection of a substitution vehicle. The deposit will not be necessary for any customers whom have contracted the optional Super Relax Cover.

• EXPRESS /PRIORITY CHECK-IN SERVICE

The customers, who purchase this service, will have the advantage of not having to wait to pick up the car. We will have a priority check-in desk for immediate pick-up.

The cost of this service is $50 \in$ per booking.

Please, take into account that this special service is limited to a certain number of bookings per hour in each location.

Once we have reached our limit of bookings requesting this service (8 pick ups per hour and location), it will not be possible to make any more bookings with Priority

Check-in/Express service.

This means that the bookings will not be rejected. These bookings will be confirmed but the Priority Check-in/Express service will NOT be booked.

This service is purchased when you make a booking using one of our automatic booking systems.

Please, for further information, consult the information related to our Automatic Booking Systems.

Optional Covers

Travelling Outside of Cyprus

Goldcar vehicles rented in Cyprus are not allowed to travel outside of Cyprus.

Crossing the border to the North of Cypus (Area under Turkish military rule) is at customer's full risk. No insurance or breakdown assistance apply. Customer stays responsible for FULL value of car plus expenses.

CDW Excess

Special Conditions & Covers

Super Relax Cover

Please, check the spread sheet attached for more information.

Special Conditions & Covers

Please, check the spread sheet attached for more information.

Purchasing this cover the CDW and Theft Excess is waived. We will cover the following:

-TP/Theft: Vehicle Theft Protection

-CDW: the Collision Damage Waiver (CDW). It is covered the damages to the rented vehicle (damages to the bodywork, paint and mechanic damages) arising from a collision, fortuitous fire and vandalism acts as long as the conditions stated in the contract are fulfilled

- FREE 24 hours Telephone Roadside Assistance, Wheels, Tires, Hubcaps, Locks, Windows, Side and Rear-view Mirrors, Undercarriage, Motor, Towing service after accident, Taxi (transportation), Clutch, Battery, Locks, Copy of the key and delivery of the key to closest Goldcar office, Damage to oil sump, Catalytic convertor, Radiator and Exempt of a new deposit for replacement vehicle in case of accident or breakdown and the Repair Period

Mega Relax Cover

We have launched a superior cover (more covers compared to the Super Relax). This cover can only be sold locally (not in advance) as an upgrade/upsell of the Super Relax, this cannot be sold separated from the Super Relax.

The cost of this cover is (for all our brands):

Cyprus -> 6€ per day without maximum charge

Mega Relax Covers:

- Refueling mistakes (with a maximum of 500 €*). This is not covered by our Super Relax, only covered by our Mega Relax cover

- Out of Fuel (we send assistance to collect the car). This is not covered by our Super Relax, only covered by our Mega Relax cover

- Rescue: Not Suitable Roads, Beaches & Forest Area (with a maximum of 500 €*). This is not covered by our Super Relax, only covered by our Mega Relax cover.

- Wrong Installation of Goldcar Accessories. This is not covered by our Super Relax, only covered by our Mega Relax cover

- Roadside Assistance in case of Broken Lateral/Rear Windows (we send assistance on road). With the Super Relax we cover the damages to the windows but we do not provide assistance on road. The assistance on road is provided with the Mega

Relax.

- Roadside Assistance in case of Lost/Damaged Keys.With the Super Relax we cover the key value but not all the assistance involved. The Mega relax covers the assistance needed to replace the key such as replacement key, taxi to the nearest office, key shipping...etc.

- Flat Tire: Roadside Assistance (we send assistance on road). With the Super Relax we cover the damages to the tires but we do not provide assistance on road. The assistance on road is provided with the Mega Relax.

*VAT included

Not Included in Any Cover Package

- Traffic fines, sanctions and judicial costs related to traffic violations or law and tolls
- All costs derived from the use of the incorrect and/or lack of petrol.
- Goldcar is not to be held liable for items stolen, forgotten or lost inside the vehicle. It is recommended having these items covered through personal travel cover.
- The loss of the vehicle documents
- If customers load the car with more than the stated capacity or vehicles are taken "off-road" (unpaved roads).
- It is not permitted to remove the vehicles seats.
- If the driver is found to be under the influence of alcohol or drugs, and/or found using their cellular phone at the time of the accident.

NEGLIGENCES

The use not permitted includes and is not limited to the following cases mentioned by way of example:

-Pushing or towing another vehicle.

-Driving in areas not suited to public transport, such as beaches, race tracks, forestry roads, back roads, etc.

-Driving on dirt roads and very poorly paved roads that could cause damage to the underside of the vehicle.

-Driving the vehicle in restricted areas, and more specifically on airport roads and other roads for aeronautical and/or military use.

-Negligent behaviour when the vehicle's indicators show an alert that customers state are known to them when they sign the agreement.

-Transport of goods or animals and, in particular, substances that are hazardous, inflammable and/or poisonous for the vehicle and its occupants.

-The transport of individuals or goods for which the customers receive direct or indirect payment.

-Sub-leasing the vehicle.

-Using the vehicle for unlawful activities.

-Transporting a number of passengers and amount of luggage not authorised for the vehicle concerned.

-Manipulation of the odometer. Customers must report any malfunction of the odometer to Goldcar immediately.

-Transport of luggage or any other item on the vehicle's roof, even when an adequate luggage rack is used for the purpose.

-Damage to the vehicle caused by leaving tempting items in plain sight inside the vehicle.

-Dirtying the inside of the vehicle beyond what would be expected from reasonable and careful use.

-Driving the vehicle when tired, not feeling well and under the influence of alcohol, medicine or drugs.

-Reckless driving.

-Using the vehicle to give driving lessons under any circumstance and/or to teach special driving techniques.

-Driving against the traffic regulations.

-The vehicle is driven by a person who is not authorised to do so in the agreement, as either a customer and/or a supplementary driver.

-Driving a hired vehicle beyond the borders of Cyprus are not allowed to leave where they were hired unless they have express, written permission to do so and the relevant extra cover has been taken out.

-Continued use of the vehicle after the rental period has ended.

Last Minute Bookings

In these offices it will not be possible to reserve last minute bookings for the pick-up for less than 24 hours.

Please, take into account that this is only applicable to last minute bookings.

Last Minute Cancellations

Reservations canonly be cancelled up to 4 hours prior to the start of the rental (after these 4 hours, it will not be possible to cancel the booking).

No Show Bookings

A 'no-show' occurs for the following reasons:

-Customer didn't inform us about the cancellation with, at least, 24 hours in advance to pick-up time.

-Customer failed to pick up the car at the arranged time and date of the booking and, in any case, beyond 6 hours from that time.

-Customer failed to provide the documentation that's required to pick up the car.

-Customer failed to provide a credit/debit card in the main driver's name with enough available funds on it.

-Customer fail to fulfill the requirements set out at our T&C's.

In the event of any of the above:

Goldcar reserves the right to refuse a car to any customer who fails to arrive on time with all necessary documentation and a credit/debit card with enough available funds for the car's security deposit.

In such cases, unless the car rental has been cancelled at least 24 hours in advance, the rental Net price will be billed.

Reservations are marked as a No-show after 6 hours from the original pick-up time (all categories).

Goldcar Offices

LARNACA AIRPORT Office located inside the terminal building Code: LC1

Larnaca International Airport

6650, Larnaca, Cyprus

GPS coordinates:34°52'21.0"N 33°36'25.2"E 34.872500, 33.607000

TEL: +357 96 60 60 23

E-MAIL: lc1@goldcarfranchisee.com

Hours of Operation: Monday - Sunday - 07:00 to 23:00

Reservation Confirmations: 24 hours Monday - Sunday

Out of Hours between 23:01 & 06:59 = Extra charge of 40€ per vehicle (Pick Ups). Keybox for drop-offs

The flight numbers are essential (if these details are not provided we cannot guarantee that a Goldcar representative will wait for customers)

PAPHOS AIRPORT Office located inside the terminal building Code: PFO

Paphos International Airport

8061 Paphos, Cyprus

TEL: +357 96 60 60 19

GPS coordinates: 34°42'39.2"N 32°29'26.2"E 34.710900, 32.490600

E-MAIL: pfo@goldcarfranchisee.com

Hours of Operation: Monday - Sunday - 07:00 to 23:00

Reservation Confirmations: 24 hours Monday - Sunday

Out of Hours between 23:01 & 06:59 = Extra charge of 40€ per vehicle (Pick Ups). Keybox for drop-offs

The flight numbers are essential (if these details are not provided we cannot guarantee that a Goldcar representative will wait for customers)

Bank Holidays

The office does not close any day.

Vehicle Availability

All vehicles will receive instant confirmation through the automatic booking system

Extensions of the Rental Period

Vehicles cannot be extended without prior notice. The collaborator must send any vehicle hire extension to Goldcar to our office/airport by e-mail or fax and always send a copy of this extension by e-mail to the following e-mail address as well:

extensions@goldcar.com

The minimum period of time required to send the extensions is 24 hours prior to the end of the current contract.

The customer must alsotravel in person to the Goldcar office in order to make the necessaryadjustments to the rental contract. Rental periods cannot be extended by telephone. If for any reason the rental period cannot be extended, then the customer is obligated to return the rental Vehicle at the location, time and date agreed upon on the rental contract.

IMPORTANT: For all extensions of contracts we will apply the price according to the original booking date and not according to the date when the extension is made.

The extension cannot be sent as a new booking. It will always be an extension of an existing contract.

The car hire contract may have a maximum duration of 28 days. After 28 days, a new contract is required. When a customer needs a vehicle for a rental longer than 28 days, we will have the following option:

MAKE A NEW CONTRACT

-A new booking has to be made applying the rate at the time the booking is confirmed and according to the pick-up date of the new booking (it is NOT possible to use the rate applied to the previous booking/contract)

-A new vehicle will be provided (the previous vehicle is returned)

-The local extras have to be paid again in the new contract (Additional drivers, Additional covers, Diesel...etc.)

-The fuel tank of the new contract/vehicle has to be paid

In the event the vehicle is returned later than the agreed rental drop-off time stated in the contract, the cover will no longer be valid and the customer will be responsible for paying a $40 \in$ per day late fee. In addition to the corresponding late fees, the customer mustalso pay the daily rental rate. Customers who abandon Goldcar vehicles at any location other than the location agreed upon on the rental agreement will be responsible for the costs assumed by Goldcar Rental for the transport of the vehicle to the agreed upon drop-off location, as well as the corresponding daily rental charges and 100 \in daily penalizationfee.

Returning Vehicles Early

If a customer returns the vehicle earlier than the agreed upon drop-off date stated in the rental contract, Goldcar will not refund the customer for any unused days.

Customer Services

Grace Period

There is one hour grace period for the return of all rental vehicles. In the event the vehicle is returned later than 59 minute past the agreed rental drop-off time stated in the contract, the cover will no longer be valid and the customer will be responsible for paying a $40 \in$ per day late fee. In addition to the corresponding late fees, the customer must also pay the daily rental rate.

Reservations

All reservations/amendments/cancellations have to be made through our automatic booking system.

We offer 24 hour roadside assistance for our clients. Telephone assistance is free for every customer on weekdays between 09:00-18:30. There will be a service charge that will not exceed 30€ for contacting Roadside Assistance outside of these hours, unless the customer has selected the optional Relax Cover Package.

To contact the S.O.S department:

Tel.: Paphos: +357 99656068 Larnaca: +357 99656067

S.O.S / Roadside Assistance must be notified within 48 hours if:

Theft: All thefts must be reported to the police and an original copy of the report must be obtained by the customer.

Accident: In case of accident or collision, customers need to report the accident to us at the scene of accident using the SOS department numbers above so as our insurance company will attend the scene and prepare reports.

Claims

All claims must be registered, within 30 days of the drop-off of the vehicle, through the agency section of our website <u>www.goldcar.es</u>

You will receive a confirmation email with the details and file number that have been assigned to the claim. This file number must be quoted in the subject line of any further correspondence regarding the file in order to process the claim correctly.

Translation

The translations of these general terms and conditions are for information purposes only and are not legally binding.

All the prices stated on this document include VAT.