Rental Terms and Conditions

Preamble

Thank You for renting with us!

Goldcar Italy S.r.l. (hereinafter the “Hirer”) is the licensee for Italy of the “Goldcar” brand and products.

Goldcar Italy S.r.l. is a sole owner company, subject to the direction and coordination of Europcar Mobility Group S.A., registered with the Bolzano register of Commercial Companies under the number 03766560167, having its registered offices in Bolzano (BZ), Corso Italia n. 35 (Postal Code 39100), belonging to the known international group Europcar.

In this respect, your Goldcar or The Hirer brand rental is therefore concluded with Goldcar Italy S.r.l..

In accordance with the present Rental Terms and Conditions (‘T&Cs’) and with the Rental Agreement (RA), the Hirer and/or its participating franchisees will have the following obligations:

·rent a vehicle (hereinafter the “Vehicle”) to you (the person indicated in the Rental Agreement as defined therein the field “Client”, and who pay for the rental for the period of time that is specified in the Rental Agreement (the “Rental Period”) plus any accessories that You wish to rent which will also be indicated in the Rental Agreement.

·provide certain mobility services (please, see below them at Clauses 7 and 8) with all of our rentals and offer You other services which are available at an extra cost.

The contractual relationship between You and the Hirer is governed by the following documents:

·the Rental Agreement, and, if applicable, its specific conditions (the document signed by You at the moment of the check-out or the first day of rental);

·the booking confirmation email (if You have pre-booked Your rental online on our website);

·the present T&Cs including its appendixes, which apply to all aforementioned documents;

·the Reservation Terms & Conditions;

·the Tariffs Guide.

In case of a contradiction between the documents listed above, the terms of the first document will prevail over the following document.

1 - To whom do the rental terms and conditions apply?

T&Cs will apply to You (and therefore the person who undersigns the Rental Agreement and defined therein the field “Client” and who pays for the rental), as well as any (other) driver who is expressly indicated in the Rental Agreement in the field “Additional Driver” and therefore authorized to drive the Vehicle, all of which are jointly liable with the Client for all the liabilities arising from the rental.

If You allow an unauthorized person to drive the Vehicle then this is considered a breach of the T&Cs and You will be held responsible for any consequences that may arise as a result, included the possibility to indemnify the Hirer for the damages caused by you and/or an unauthorized person. In such circumstances neither You nor the unauthorized driver will be covered by any additional cover eventually undersigned (only the Third party Liability insurance, that is mandatory by law, will apply).

2 - Who can rent and who can drive?

Who can rent?

Any physical person:

who is legally capable of entering into an agreement with the Hirer and is prepared to accept responsibility for the Vehicle throughout the Rental Period;

·whose means of payment will be accepted by the local rental company of the country in which the rental starts, to pay for the hire of the Vehicle, any eventual prorogation, and any associated costs;

In particular in Italy, means of payment accepted by the Hirer are:

Credit or Debit Card VISA o MasterCard.

Diners Club, American Express, Prepaid Cards, Revolving Cards, Postepay or cash are not accepted by Goldcar .

The owner of the credit or debit card used as of mean of payment shall be the same person who subscribe the rental agreement .

·who provides valid identification documents accepted by the local rental company of the country in which the rental starts.

In Italy the documents accepted by the Hirer are listed in the table below:

Required documents	IT
ID	√*
Passport	√**
Drivers licence	√
(Valid in Italy)	
International Drivers Licence	√**

[√] Obligatory – [ ] Optional

* Mandatory for Italian and UE Citizens renting in Italy;

**Mandatory for foreign non UE Citizens renting in Italy. Please note that customers from non-EU countries may drive the rented vehicle on condition that, at the time of pickup, they show, in addition to their valid national driver's license, either: i) an international driver's license compliant with the models set forth in the Geneva or Vienna Conventions or ii) a sworn translation of their national driver license. It is the customer's responsibility, before picking up the vehicle, to ensure that he or she is in possession of the abovementioned documentation. For more details see the FAQ at the following link (https://www.goldcarhelp.com/en/faqs/227-what-driving-licences-do-we-accept);

The Hirer may request the Fiscal Code and/or VAT Number for the purpose of issuing the electronic invoice

All the documents must be valid at the date of the rental and readable. Documents written in non Latin letters must be accompanied by a sworn translation.

The client is not entitled to rent more than one vehicle at the same time.

a.Who can drive? (the “Driver”)

An authorized Vehicle Driver will be any physical person who complies with all of the following requirements:

·is expressly mentioned and fully identified on the Rental Agreement

·provides a valid driver license and a valid identification document (national ID card or passport);

·holds a valid driver license for a period which varies according to the category of vehicle and the applicable law in the country of rental, and/or the driver’s age, in particular, in Italy the minimum age required by the Hirer is 21.

* The rental and the authorization to drive a vehicle, for persons between 21 and 25 years of age and holding a driving license less than four (4) years, can be limited to certain kinds of vehicles and/or subject to additional costs calculated on the basis of the Client’s age (so called Young Driver Fee (*)).In any case, the driving license must have an issue date of at least 12 months.

(*) Regarding to the Fee for being a Young Driver, please see Tariff Guide

3 - Where can I drive the vehicle?

You can drive the Vehicle exclusively in Italy (herein after “Territory”).

It’s strictly forbidden to drive the Vehicle abroad, in such case the circulation of the vehicle shall be considered as against the will of the Hirer.

In this respect You are informed that if, in breach of the above mentioned obligations You will drive abroad as the case may be, any Exclusion/Limitation of Liability (if any) applicable to your rental will not operate. Only the mandatory third party liability will remain in force limited to the territories mentioned in the “insurance green card” You will find in the Vehicle.

On Your request, and subject to the payment of an additional fee (see Tariff Guide – Cross Border Fee), the Hirer may authorize you to travel in the following additional countries: France, Croatia, Slovenia and Switzerland. In this case any Exclusion/Limitation of Liability and Road Assistance (if any) applicable to your rental will be extended to operate also in that areas/countries.

4 - What type of vehicle can be rented and for what purpose?

You can rent a passenger car (www.goldcar.es/it/flota) and You must drive the Vehicle in accordance with its intended use as follows:

the passenger cars are intended for the carriage of varying numbers of people (depending on the approval resulting on the vehicle registration certificate).

You are informed that the Hirer does not cover the baggage and other personal belongings carried in the vehicles and cannot be held liable for possible properties and/or objects You may have forgotten in the Vehicle. Similarly, the Hirer cannot be held liable for any loss of opportunity and intervening operating loss in the context of the execution of the rental.

5 - What is the rental agreement and what information does it provide?

What is the Rental Agreement?

The Rental Agreement is the contractual document which summarizes the particular terms and conditions applicable to your Rental, included the characteristics of the rented Vehicle, the period and places in which the rental starts and ends, the services and the accessories included and the applicable economic conditions. The Rental Agreement shall be signed by you graphometrically on the electronic device available at Hirer rental office, in order to rent a vehicle with our company. By signing the Rental Agreement You expressly accept the application of this T&C to your rental.

What information does it provide?

The Rental Agreement, shows the following information:

a) Rental Agreement number/Reservation number

b) Information on the rented vehicle and applicable rate (as plate number, type of the vehicle, name of the applicable rate, etc.)

c) Costs related to the rental, including disclosure of any applicable charges (airport, port, or railway fees) that are applied and included in the rental rate and in ancillary services; the purchase of a so-called “upgrade” to a higher vehicle category, and the corresponding adjustment of the rental cost compared to what was established at the time of booking.

d) Possible prepaid amounts;

e) Information about the rental (checkout office and date, check-in office and date, etc.);

f) Client’s personal data;

g) Additional driver(s) personal data;

h) Notes (if any);

i) Specific conditions (as applicable waivers, additional coverages, etc.).

Together with the rental agreement You will be requested to confirm the receipt of a check out document describing the conditions of the Vehicle at the time of check-out.

6 - What are my obligations towards the vehicle?

When renting a Vehicle from the Hirer, You and/or any Driver must comply with the following obligations:

·You must provide exact information concerning your name, your age, your domicile address and the possession of the requirements required by law and these T&Cs to be authorized to drive;

·You must return to the rental station as indicated in the Rental Agreement: the Vehicle, its keys, accessories and documentation, as specified in the Rental Agreement, within the expiry date and hours (the Hirer allows a 29 minute tolerance period). You must respect the kilometers limit agreed and return the Vehicle in the condition that the Hirer provided it to You at the start of the Hire Period. If You don’t return the Vehicle as stipulated here above, then the Hirer will charge You:

(i) with an extra renting day and a penalty equal to 40 Euros, for any day You keep the Vehicle beyond the expiry date, of such delay, safe that the Hirer may acknowledge the expiry of the agreed date and hours, or, in any case declare the termination of the rental, pursuant to and by effect of article 1456 of the Italian Civil Code, due to your serious breach. In both cases, the Hirer may reacquire the possession of the Vehicle in any manner, also against your will and you will be held liable for the compensation of any expenses occurred by the Hirer, and for all the disbursement occurred and that will occur arising from the non restitution of the Vehicle;

(ii) with a penalty (as specified in Tariff Guide, VAT Exempt) plus the cost of the extra mileage if the Vehicle is returned in a different rental station than the check out one. Please note that in case of vehicle returned in a different station located on an

island, the Hirer may charge you with a higher penalty amount

(iii) for any repair costs up to the value of the damage excess (deductible) that You agreed at the start of the Hire Period, as described in your Rental Agreement.

·You and/or any Driver must never drive the Vehicle outside the Territory. In any case, if You and/or any Driver are driving the Vehicle outside of the Territory, You should ascertain that the Vehicle has the correct equipment to comply with the local driving regulations of the country You and/or the Driver will be driving in or through.

·You and/or the Driver must drive the Vehicle in accordance with all applicable road traffic laws and regulations and You should ensure that You and/or any Drivers are familiar with all relevant local driving regulations.

·You must ensure that any luggage and/or personal belongings transported in the Vehicle are secured to the extent that it will not cause damage to the Vehicle or cause risk to any passenger or third party.

·You and/or any Driver must guard the Vehicle with the best care, and in any case make sure that it is locked and protected by its anti-theft devices when it is parked or left unattended.

·You and/or any Driver must never drive the Vehicle whilst under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substances (whether legal or illegal) that are liable to impair either Yours and/or any Driver’s driving ability.

·You and/or any Driver must refuel the vehicle with the appropriate type of fuel. If unsuitable fuel should be added, unless You demonstrate that the mistake is attributable to an identified third-party, You will be responsible for any expenses incurred by the transfer of the Vehicle and/or repair of the damage caused to it calculated according to the rules described in the section below (Damage to the Vehicle).

You will be responsible for any damage occurred in case of improper use of the vehicle.

For “improper use” means:

- 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 this 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 authorized for the vehicle concerned;

- Manipulation of the odometer. Customers must report any malfunction of the odometer to the Hirer 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 authorized to do so in the agreement, as either a customer and/or a supplementary driver;

- Driving the hired vehicle beyond the borders of the Territory.

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

Any unauthorized use of the Vehicle will entitle the Hirer to early terminate the Rental Agreement for breach of contract by the latter and, where appropriate, to claim for any damages that may apply in accordance with article 1456 of the Civil Code, by the mean of a simple written communication notifying You his wish to activate this termination clause.

During the rental, You must take all necessary protective measures to keep the Vehicle in the same condition as the once in which You have taken possession of it. In particular, you and/or the Driver are required, to perform customary inspections as to the Vehicle condition such as oil and water level, tyre pressure.

You can be held liable towards the Hirer for any detrimental consequence arising out of any infringement to the above-mentioned obligations. Please be aware that failing to fulfil the above-mentioned obligations may limit your right to have your responsibility for the damage limited and/or excluded (as applicable).

Likewise, the Hirer reserves the right to declare the rental terminated, pursuant to and by the effect of article 1456 of the Italian Civil Code, and to demand immediate return of the Vehicle.

7 - What are the mobility services included if I rent a vehicle?

The basic rental charge includes the following mobility services:

Mobility services / country of rental	IT
Basic Technical assistance to the Vehicle*	√
The vehicle will be given clean	√
Automobile Third party liability	√
Goldcar Basic Cover (that may limit your responsibilities in case of Theft/Vandalism/Accident/Fire Events)**	√

[×]Not Included – [√]Included – [/] Depending on the applicable rate/product

*In the event of faults caused by the Customer, additional costs may be applied as per the pro tempore Goldcar Price List in force.

**This is not an insurance product, for any further detail please refer to Appendix 2 - Insurance and Additional Covers.

8 - What are the other mobility services not included in my rental?

The Hirer proposes You several additional services as follows, which can be purchased at your own request following a cost, as shown in the the Hirer Tariff Guide:

List of products / services by Country	IT
Baby seat	
Add driver	
Refueling	
Add rental days	
Additional Covers*	
MiFI**	
GPS**	
SMARTWAY **	
Upgrade of the vehicle category booked***	

* This is not an insurance product, for any further detail please refer to Appendix 2- Insurance and Additional Covers

** On request, not available in all rental stations

***The upgrade product is subject to availability and is applicable only to booked rentals (see Article 8.3 for details).

8.1 – Specific terms of use of the “Smart Way” ancillary product

If the Customer requests the optional “Smart way” service, the following terms and conditions will apply. The Customer acknowledges that the Smart Way system (hereinafter also referred as “Smartphone”) together with its accessories, is owned

by Manet Mobility Solution S.r.l. (hereinafter also referred as “Manet”) and it is hired to the Client according to the terms and conditions indicated below. Upon payment by the Client of the relevant amount, Goldcar hereby provides to the Client the following electronic devices:

- N°1 Smartphone Samsung J3
- N°1 Cover Smartphone
- N°1 SIM
- N°1 wall battery charger (white color)
- N°1 micro-USB cable Samsung (white color)
- N°1 bag (black color)
- N°1 in-car battery charger (USB) (white color)
- N°1 vehicle suction cup (white color)

By signing the Rental Agreement, the Client declares having verified at the presence of Goldcar, that the Smartphone and the related accessories are appropriate for the prescribed use and in perfect working order, accepting that failure to verify the operational status of the Smartphone shall be construed as a waiver of the right to make any subsequent complaints concerning any malfunctions or damage to the system. The Client undertakes to exercise maximum diligence in use and custody of the Smartphone and its related accessories, according to the Terms & Condition of Use provided by Manet, expressly accepted at the time of switch on of the Smartphone; pursuant to Article 1588 of the Italian Civil Code, the Client shall be liable for any damage caused to the Smartphone and/or its accessories through loss or deterioration of the hired goods, according to the Terms & Condition of Use provided by Manet. In the event of breach of the obligations of custody and/or return of the Smartphone and/or its accessories, in case of damages caused by the client to the Smartphone and/or its accessories or if the Smartphone and/or its accessories are returned to a Goldcar office different than the one where it was hired, the Client shall pay to Goldcar the penalties set forth in the “Goldcar Tariff Guide” in force at the time and available in the “Terms and Conditions” section of the https://www.goldcar.es/it/ website and at our rental stations. In the event of loss and/or theft of the Smartphone and/or its accessories (without prejudice to the applicability of the aforementioned contractual penalties if the preconditions are satisfied) the Client undertakes to notify the judicial authorities accordingly by sending a fax to nb. 0236005520 and subsequently forwarding the original to the return car hire office. It is expressly agreed that, in case of theft and/or loss of the Smartphone, the Client remains responsible for each operation made through the device up to day and time indicated on the reporting to the Authorities and sent to Goldcar, according to the above-mentioned procedure. The Client undertakes to use the Smartphone in a lawful manner, in compliance with relevant laws and regulations. In the event of malfunctioning of the Smartphone and or its accessories, not due to willful or gross negligence of the Client, the latter shall immediately notify such circumstance to the drop-off car hire office. It is understood that in case the Smartphone and/or its accessories fail and a replacement is appropriate, the Client shall go to the drop-off car hire office. On expiry of the hire period, the Client shall return the Smartphone and its accessories to the same Goldcar office from which it was hired, remaining - otherwise - the right for Goldcar to charge the relevant penalties. Lastly, the Customer consents to the processing of its personal data for the purposes referred to the RA authorizing Goldcar to the transmission thereof to Manet or other authorities, if necessary.

8.2 – Specific terms of use of the ancillary product “GMI - Goldcar Mobile Internet” (Servizio Internet WiFi)

The GMI system is hired in return for payment of the consideration indicated in the Rental Agreement under the heading “ WIFI MOBILE” and as indicated below. Goldcar hereby consigns to the Client an GMI system comprising: -

- N.1 Huawei E5331 3G WIFI Router
- N.1 Wind Tlc S.p.A. Sim card
- N.1 USB Cable
- N.1 Car power supply
- N.1 “User Guide”

Router with the data SIM, cables and user guide are all included into one unique case. By signing the Rental Agreement, the Client declares having verified in the presence of Goldcar, that the GMI system is appropriate for the prescribed use as indicated in the appropriate “User Guide” and is in perfect working order, accepting that failure to verify the operational status of the GMI system shall be construed as a waiver of the right to make any subsequent complaints concerning any malfunctions or damage to the system. The Client declares having read and accepted that operability of the mobile internet connection service provided by the GMI system will depend exclusively on the mobile network coverage provided by the operator Wind Telecomunicazioni S.p.A. (for more information on coverage, please visit www.wind.it) and undertakes to use the connection exclusively in the presence of a Wind Telecommunicazioni S.p.A. mobile telecommunications network signal in addition, the Client declares having read and accepted that the GMI system will not operate outside Italy (i.e. no international roaming facility). Therefore, no refund and/or indemnity and/or compensation shall be due from Goldcar to the Client in the event of partial or non-enjoyment of the GMI system in areas not covered by the Wind Telecomunicazioni S.p.A. mobile network signal or outside Italy. The Client undertakes to exercise maximum diligence in use and custody of the GMI system, according to the procedures indicated in the “User Guide”; pursuant to Article 1588 of the Italian Civil Code, the Client shall be liable for any damage caused to the GMI system through loss or deterioration of the hired goods. In the event of breach of the obligations of custody and/or return of the GMI system, or a part thereof, the Client shall pay the contractual penalties provided for by the relevant Goldcar Tariff Guide. In the event of loss and/or theft of the GMI system or a part thereof (without prejudice to applicability of the aforementioned penalties if the preconditions are satisfied, the Client undertakes to notify the judicial authorities accordingly by sending a fax to nb. +39 02 36005549 and subsequently forwarding the original to the car hire office anticipating its return. In the event of breach of the obligation, defined here above, to notify the judicial authorities,

without prejudice to applicability of the aforementioned penalty, the Client shall pay Goldcar an extra contractual penalty provided for by the relevant Goldcar Tariff Guide. The GMI system uses wifi technology for the simultaneous connection to the internet of up to eight devices, such as computers, palmtops, tablets and so on, without any download limits; however, the device the Client wishes to connect to the internet via the GMI system must, of course, be wifi-enabled.

The connection to the wifi network is protected by a password notified on delivery of the device. The Client undertakes to use and keep said password with maximum diligence since the Client shall be liable for any use of the internet via the hired GMI system. The Client undertakes to use and ensure others use the internet access guaranteed by the GMI system lawfully and in any event, according to Italian and international law on the use of the world-wide-web. In the event of problems during use or malfunctioning of the device, the Client must immediately notify the drop-off car hire office. t is understood that should the GMI system or a part thereof fail and a replacement is appropriate, the Client must contact the Goldcar office from which the system was hired. On expiry of the hire period, the Client must return the GMI system exclusively to the same Goldcar office from which it was hired, complete with all its accessories and this Contract, directly to the hire counter; Goldcar staff will issue a copy of this Contract to the Client, countersigned for receipt in the space for the Goldcar representative’s signature. If the GMI system is returned to a Goldcar office other from that from which it was hired, the Client shall pay Goldcar the contractual penalties provided for by the relevant Goldcar Tariff Guide . By signing the Rental Agreement, where the optional GMI system service has been requested, the Customer therefore gives his consent to the processing of his personal data, within the limits and in accordance with what is best indicated in the Privacy Policy.

8.3 Specific terms of the "Upgrade" product.

Where available at the time of the pick up of the vehicle, the customer may request the so-called "upgrade" product, which upon payment of an additional fee, compared to the one budgeted (or paid in the case of pre-paid reservations) at the time of booking, allows the customer to rent a vehicle of a higher category than the one selected by the client at the time of booking.

In particular, the product is subject not only to the mere physical availability of the higher category vehicle at the rental office, but also to the availability of the same for the upgrade product (i.e., vehicle not already assigned to another reservation). The availability of vehicles for the upgrade will be reported by Goldcar staff. The cost - additional to the rental cost budgeted (or paid) at the time of booking - will be quantified by the Goldcar staff in charge of delivering the vehicle, through the application of a supplementary rate, which will result in an overall discounted cost compared to the rental cost applicable for the rental of the vehicle of a higher category - for the same rental period - to customers so-called walk-in (rental without reservation).

To this end, Goldcar staff will quantify the cost of the "upgrade" including the same ancillary services (e.g. winter equipment, protection packages, etc.) provided in the original reservation. Should the Client wish to purchase the upgrade product by waiving one of the ancillary services provided in the reservation, this will be possible only upon the issuance of a specific written statement to that effect by the Client.

In the event of purchase of the "upgrade" product on the rental letter will be indicated, in the "Charges and Extras" field "vehicle rental rate" the cost of the rental as quantified at the time of booking, as well as under the field "upgrade", the integration of the cost of the rental due in consideration of the purchase of the upgrade product. In addition, in the case of rentals that provide optional protections, the cost of such protections as quantified at the time of booking will also be equal to any increased cost of the protection due to the variation of the rented vehicle (and without prejudice to what is stated above with respect to the fact such increased amounts will be quantified by Goldcar staff to the Client already at the time of estimating the cost of the product).

9 – Am I provided with winter equipment?

The customer is made aware by Hirer of the personal, and safety risks involved in case of infringement to the imposition of fines of the obligation to drive the vehicle with the necessary winter equipment, in particular, in the period between 15 November and 15 April of each year.

Snow chains: In the period between 15 November and 15 April of each year, our vehicles are equipped with snow chains only at the customer’s request and subject to availability, except for rentals made at stations located in Piedmont, Valle d’Aosta, Lombardy, Veneto, Trentino Alto Adige,Friuli Venezia Giulia and Emilia Romagna and in the province of L’Aquila, where snow chains are provided by default.

In any case, where available snow chains will be provided to the customer for free.

The customer may request the rental of the snow chains either during the booking process or at the pick up of the rented vehicle (subject to availability).

Failure to comply with the rules on the use of the winter equipment shall determine the inapplicability of any liability limitations/ waivers for damages included within the Options of limitations of responsibility and in the Additional Covers eventually subscribed.

10 - What is included in the price I pay?

The information You provide the Hirer with, at the time of booking, if any (such as the duration of the rental or Your age or any additional Driver’s age), will have an impact on the price You will pay. Any change to these information could therefore mean

that the price may also changes. The price of Your rental will be the one in force at the time of booking or at the time You make any subsequent changes to the booking.

The price You will pay includes the following costs:

·The daily rental charge for the Vehicle (this will include the standard mobility services above mentioned);

· any other mobility services You choose to add at Your rental;

· VAT;

. Any fee or additional charge applied due to the characteristics of the rental office at the start or end of the rental (e.g. so-called railway, port, or airport charges), which constitute pricing components of the rental rate and optional services used by Goldcar to differentiate rates across specific locations. Such “charges” are automatically calculated by our systems from the beginning of the booking process and are always included in the cost shown at the time of booking; a detailed breakdown will also be provided in the rental agreement and in the invoice.

· any additional fees linked to You personally (e.g.: the additional fee linked to Your age, “Young Driver”).

You expressly allow the Hirer to charge Your means of payment for any unpaid amount related to Your rental.

In case of prepaid rental, you expressly allow that the fees for the additional options – not include in the prepaid amount - can be required with an immediate payment, billed directly at the Rental station chosen that granted those services.

11 - What are the other burdens I have to take care of, or the other fee/charges that I may have to pay?

The Deposit. In addition to the rental price (that You may have prepaid during the booking or that You will pay at the pick-up time or at the check-in) the Hirer requires You to leave a deposit. The abovementioned Deposit is regulated at the Clause 20 takes the form of a bank pre-authorization. If you have booked your Vehicle by one of ours remote means of communication (website, mobile application or phone), the deposit amount is recalled in the confirmation email that You will have received following your booking and will not exceed the total amount of € 950,00 (ninehundredfifty euro). In any case, the deposit amount will be reminded at the rental station. Should You need any additional information regarding the deposit, please refer to the clause 20 below ‘Must I pay a deposit before picking up the Vehicle?’ or contact directly the rental station where you will pick-up the Vehicle.

We may also charge You for various events relating to incidents that may have occurred during the Hire Period and/ or how You used the Vehicle. The prices (inclusive of VAT) of these charges and fees are listed in the Tariff Guide. or available in Terms and Conditions Section on our website and at our rental stations. Such charges and fees include without limitation:

· In the event that you incur a traffic violation or other administrative sanction (including non-payment of tolls) related to the use of the vehicle during your rental and you were unwilling or unable to proceed directly to pay it and, as a result, the administrative penalty is served or otherwise communicated to the owner of the leased vehicle, you will be charged with the administrative sanction management and service fee. Against this fee, Goldcar will: (i) collect, to the extent possible, information relating to the administrative sanction imposed to you; (ii) send you to the email address you provided at the time of booking, or at the time of rental, a special information notice containing the information collected and the timeframe required by the administration for payment; iii) request, if possible, that the administrative sanction be is re-notified directly to your attention, so as to allow you, alternatively, to pay in a reduced amount, or, to appeal the same within the terms provided by law (where the conditions are met); iv) make available to you a support service, reachable through the dedicated email address:(comunicazione.multeepedaggi@goldcar.com), through which you can obtain further assistance with reference to administrative sanctions.

The fee for the management and support service for administrative sanctions, does not include the amount of the sanction and any increase thereof applied by the competent Authorities. In the event it has not been possible to obtain discharge and/or re-notification to your attention, or, subsequent to the same, in the event of failure to make timely the payment, we will arrange for the payment of the sanction and the subsequent charging to you of the amount so incurred. The amount of the fee for the management and assistance service for administrative sanctions is indicated in the Goldcar Tariff Guide pro tempore in force, which can be reached at www.goldcar.it. It should be noted that the management and support service fee for administrative sanctions is not applicable for customers who qualify as consumers (B2C rentals).

In all cases in which for the administrative sanction imposed on you and notified to the owner of the Vehicle, cancellation or discharge is obtained at your care, the fee for the management and assistance service for administrative sanctions will not be due from you and, if already charged, it will be refunded to you;

·Extraordinary cleaning fees (in addition to the cleaning fee) for a not clean Vehicle returned in an unacceptable (more than the contractual use) and/or dirty state. The current fees are included in the Tariff Guide;

·charges for lost or stolen keys or stolen remote control;

·charges of the penalty for the administrative management of the damages and/or theft of the rented vehicles, also in case of

partial theft or fire events, and the amount of the damages suffered by the Hirer for which you can be considered liable under the law (please see Appendix2 – Insurance, Options and Additional Coverage); for further details about the amount of such penalty, please see the Tariff Guide.

·all the fuel used during the Hire Period;

·additional mileage over and above the mileage that is included in the rental price (if any);

·the following additional specific fees and charges (i) extra charges linked to the rental made in stations located in airports or rail stations; (ii) the cost to return the Vehicle to a rental station other than the one from which You picked it up; (iii) charges arising from the extension of Your rental.

·In all cases in which the Rental Period exceeds 28 days and You, or any other Driver, have the continuous and exclusive availability of the vehicle for a period longer than 28 days, You will be required to perform, at your own duty and expenses (if any), in the manner and within the time required by the applicable laws, the formalities requested for the update of the National Vehicles Register as provided in articles 94, paragraph 4-bis, of the Italian Traffic Code and art. 247 bis of Presidential Decree No. 495/1992, providing promptly to the Hirer, when requested by the latter, with copy of the documents proving the fulfilment of the above mentioned obligations.

In case You fail to perform the above-mentioned obligations, You shall indemnify and hold harmless the Hirer against any prejudicial consequence occasioned thereby.

12 - What should I pay attention to when picking up and returning the vehicle?

a) Pick Up

Before signing the Rental Agreement the Hirer will provide you, by email, with an electronic copy of this Terms & Conditions, together with the Tariff Guide, a copy of your Rental Agreement and a statement of the vehicle conditions (the so called “checkout document”), as assessed by our external provider prior to your rental, during the vehicle preparation. A hard copy of the above mentioned documents is available for you on request in case you have no access to your email at pick up time.

Then you will be asked to sign electronically the above mentioned documents including the document describing the Vehicle’s condition at the time of the check-out and you will receive an hard copy of your digitally signed Rental Agreement and checkout document.

By signing the checkout document, You confirm to have received it and to have understood that before leaving to the parking lot You have to check that the vehicle conditions are consistent with what is reported with the checkout document and, in case You notice any apparent defect or damage that is not described in the checkout document, or that the Vehicle is not clean, You should notice and inform of such circumstance our staff before leaving the parking in order to insert the damage on the informatics system of the Hirer and obtain the release of a new and updated check out document

Failure to request the above mentioned notice for this additional apparent defect or damage, before leaving the parking lot, entitles the Hirer to assume that You have accepted the Vehicle in the condition set out in the Rental Agreement and checkout document and charge You, pursuant to article 1588 c.c. and subject to the conditions set forth in clause 13 below, for any new damage that could be noted by You and the Hirer agent when the Vehicle is inspected by both parties at the time of its return.

In the unlikely event that our systems are not fully operational at the time of the rental, you will provided with an hard copy of the above mentioned documents and our staff will perform an inspection of the vehicle together with You in order to complete the checkout document. Then you will be required to sign physically all the above mentioned documents.

The vehicle must be picked up in the same day indicated by You during the booking process within six hours, from the time indicated during the booking process and in any case during our business hours. After that time, the Hirer does not guarantee the availability of the Vehicle at the rental station.

If the pick up should not take place, and you have not cancelled your reservation, the Hirer reserves the right to partially or totally hold the prepaid amount, as penalty (No Show Penalty). For more information please see the Cancellation policy and our reservation terms and conditions.

b) Return

i) Return of the Vehicle during opening hours of Hirer’s station

You should return the Vehicle to the Hirer station as stated in the Rental Agreement, at the latest, on the date and at the time shown on the Rental Agreement.

The Hire Period will end when You return the Vehicle to the Hirer station and hand the Vehicle keys and the registration documents to a Hirer agent or its representative.

Any return of the Vehicle at an earlier stage than the date and time mentioned on the Rental Agreement shall not give way to any reimbursement.

The Vehicle shall be returned by the Client in the same condition it was at the pick up time, except for the normal deterioration due to use of the Vehicle.

When You do return the Vehicle to the Hirer, You should take the opportunity to inspect the Vehicle together with the Hirer agent or its representative and countersign the “check in” form.

Please be informed that during the rush hours of the peak seasons you may be requested to wait 20/30 minutes before the inspection is performed.

The Hirer will send You a digital document where the Hirer declares that the Vehicle was regularly returned to the Hirer..

ii) “Out-of-hours” return Service

The Hirer recommends to return the Vehicle during opening hours of its stations. However, to meet the specific needs of some of its clients, the Hirer offers, in certain stations, an additional “out-of-hours” service.

If You opt for this “out of hours” service, You accept that the Vehicle condition report can be drawn by the Hirer agent or its representative without your presence and after the drop off the keys.

In stations offering “out of hours” return services, the above-described procedure (see point 12)-b) i)) was adapted to enable these stations to offer this service in the best possible conditions.

In particular, You have to declare any incident and/or Damage that affects the conditions of the Vehicle on the “CAI form” that is on board on the Vehicle.

Depending on the available systems and the information that You will have received from the Hirer, this document must be left in the Vehicle or returned with the keys in the “keys drop off box” provided for that effect.

Please note that your Rental Agreement does not automatically end when You drop off the keys: the Vehicle will remain in the parking space where You will have parked it until opening of the Goldcar station that will proceed to the inspection of the Vehicle and close your Rental Agreement. Therefore, the Hirer reminds you that you must park the Vehicle in an area provided for that purpose and in a manner so that the Vehicle is not a danger to others or hampers traffic as aimed by the Highway Code. You must also leave the Vehicle registration papers in the glove box.

Providing that the Vehicle is inspected at a later stage – during opening hours of the station – the Hirer recommends You to take photographs of the Vehicle in order to keep evidence of the state of return of the Vehicle once it is parked and before the drop off of the keys.

Once the inspection is made and in the absence of damage, Goldcar will send You a signed document where it will be declared that the Vehicle has been regularly returned.

iii) Return of the Vehicle without your presence and during opening hours of the Hirer’s station.

If you are unable and/or refuse to inspect the Vehicle together with the Hirer agent or its representative, the Hirer is authorized to inspect the Vehicle itself without your presence and to register your refusal of a contradictory inventory.

The same procedure as the one described above will be applied (See 12)-b) ii)).

iv) Late return of the Vehicle

In the event that the Vehicle is not returned on the date shown on the Rental Agreement, and if a period of 29 minutes elapses without there being any news regarding the delay in its return, the Hirer will be entitled to acknowledge the expiry of the Rental Agreement or, in any case, declare the same terminated pursuant to and by effect of article 1456 c.c. and regard the Vehicle as having been unlawfully appropriated and shall report this to the competent local authorities.

The Hirer will also be entitled to start legal proceedings in order to claim the immediate return of the Vehicle. In such case, protections and additional contractual services would have no effect.

In such case the circulation of the vehicle shall be considered as against the will of the Hirer and the latter will be entitled to charge You in addition with a penalty amount equal to an additional day for each rental day at the rental tariff in effect plus 40 euro (Vat Exempt) per extra day and claim to You all the damages and losses suffered by the Hirer and all the fines, tolls, penalties or sanctions that fall on the Vehicle as a result of demands issued to it by public administrations for the purpose of identifying the perpetrator or clarifying other circumstances relating to a breach or criminal offence, also with reference to non-compliance with the provisions laid down in articles 94, paragraph 4 bis of the highway code and 247 bis of Presidential Decree no. 495/1992.

Redelivery of the Vehicle in case of application of sanitary measures related to the health emergency Covid 19

If, on the date set for the return of the Vehicle, you find yourself subject to sanitary measures related to the Covid-19 such as to prevent you from personally fulfilling your obligation to return the Vehicle (such as quarantine, trust isolation, etc.), you may:

a) delegate, under your own responsibility, a third party to return the vehicle; or

b) request a contractual extension - with application for each day's extension of the same daily rate for the rental and for the ancillary services originally planned for your rental - to return the vehicle personally at the end of the sanitary measures; or

c) purchase the additional pick-up service of the vehicle, the amount of which is indicated in the Goldcar Price List.

In any case, if you are in the condition described above, you should contact the Goldcar’s rental station where the vehicle shall be returned, which will provide you with the information and forms to communicate your choice".

v) Use of applications and multimedia features accessible in the Vehicle When You rent a Vehicle, Goldcar may collect and process personal data concerning You and the designated Driver(s) (see section 23 below). Depending on the Vehicle rented, the manufacturer may offer multimedia applications and/or functions accessible from the Vehicle's dashboard (e.g. diary, video and audio streaming applications, entertainment, messaging, etc.) and may also allow you to download your own applications and/or content.When You choose to use these applications or functions, You are free to determine what information You wish to share via these applications. You are also solely responsible for resetting them before returning the Vehicle. In this respect, You are notably required to:- disconnect Your accounts from the multimedia applications and features offered in the Vehicle;- end Your sessions on these applications and features offered in the Vehicle;- delete and purge all personal data concerning You from these applications and functionalities, including the dashboard, before returning the Vehicle.Goldcar accepts no responsibility if You fail to do this and cannot be held responsible for any subsequent use of Your accounts and/or access to Your data by third parties via these applications or features during a subsequent rental of the Vehicle.For more information on the conditions under which multimedia applications and functionalities can be reset and Your data deleted, please consult the Vehicle manual available from the dashboard or the manufacturer's website. Goldcar strongly advises You not to use these applications and/or functionalities if You are unable to delete all the information concerning You.

Common rules

In any of the above mentioned cases, at the time of the return of the Vehicle, You accept to be bound to release on the specific field of the Rental Agreement, or on the specific form available at the rental stations, a statement concerning any eventual accident occurred during the rental, or, that no accident occurred during the rental, and you can eventually enclose all the documents necessary in order to prove your reasons, being agreed that, in case of false declarations, or omitted declarations followed by a claim by a third party, the Hirer reserves its right to charge you with a contractual penalty for the amount as indicated in the Tariff Guide from time to time applicable.

In any case, The Hirer cannot be held liable for eventual property and/or objects You may have forgotten in the Vehicle.

Notwithstanding the above, the Hirer undertakes to inform You in case of found objects in the returned Vehicle, keeping them at Your disposal for the subsequent 15 days after the rental expiry. Expired this period, any objects will be considered as abandoned.

13 - Damages to the vehicle

You will be held fully responsible for all the damages found at the moment in which the Vehicle is returned, where such damage is not reported as pre-existent on the checkout document pursuant to article 1588 of the Italian Civil Code, while you are expected to demonstrate that the damaging event was not a consequence of Your behavior or omission and that you have kept the Vehicle in custody with the best diligence, taking into consideration the circumstances.

It is understood that the potential signing of any waiver/exemption will not provide for any reversal of the burden of proof.

In this case, You may pay the amount as defined below.

i) Damages identified upon return of the Vehicle and in your presence

If some damages are identified upon return of the Vehicle when the inspection is made, in your presence and in the presence of the Hirer agent or its representative, Hirer will hand in to You an assessment of repair costs that may be charged to You.

In order to limit the timing of the assessment of the damages (and the related loss of use), we will calculate the cost of damage from the Hirer Damage Estimation MatrixDamage prices list, that can be found in Terms and Conditions Section on the Hirer website and/or at the rental desk. We inform you that the Hirer will not charge you for very small damages (less than 2 cm).

Under certain cases, and in particular for certain kind of light damages (damage called “light” and “medium” as specified in the Damage Estimation Matrix), the Vehicle will not be immediately repaired, in such cases we will not include the vehicle loss

of use in the damages quantification (also where the damages are assessed using the table matrix).

If it will be possible to quantify the amount of the damages at the rental station according to the above-mentioned procedure, such amount and the applicable damage administration penalty will be invoiced to you and charged on your credit or debit card at the moment of the check in of the Vehicle.

If You challenge Damages and their invoicing by refusing to sign the statement of return of the Vehicle, Goldcar will apply the procedure described below (see article 13)-ii).

ii) Damages identified in case of an out-of-hours return and/or without your presence.

The following procedure will apply if Damages are identified during the inspection of the Vehicle by a Goldcar Agent or its representative or by the car repairer without your presence (for ex. in case of an out-of-hours return, in case of hidden damages, etc.).

Our Company will engage an independent expert that will evaluate the damage cost, which will take in consideration our discounted costs and fees applied in our favor by the vehicle manufacturers or our repairers. It will be our care to communicate to you the amount of the damages in a second moment, together, with the following documents concerning such amounts:

- statement of return of the Vehicle describing all Damages identified;

- pictures of Damages;

- damage estimation

The above mentioned procedure will also apply:

- If the damage is not listed in the matrix;

- in case of road accidents involving third parties;

- in case of Damages identified and evaluated in your presence Using the Damage Estimation Matrix and challenged by you;

- in case You have purchased one of our additional coverages that (subject to the terms and conditions described in Annex 2) may exclude your responsibility for damages and you don’t want to wait the time for the inspection.

You will be able to challenge Damages identified and their invoicing within 14 days after the sending (by e-mail or regular letter) of these documents by acting pursuant to dispositions of clause 24.

If You fail challenging or justifying within the above mentioned period of 14 days, Goldcar reserves the right to invoice you for the Damages and the applicable damage administration penalty to charge them on your credit or debit card (or by the different means of payment that you wish to use for the rental).

iii) Normal Wear & Tear

Normal wear & tear of the Vehicle include:

- Scratching of painted panel typically caused by small stone

- Dent on metal or plastic panels with a diameter of less than 2 cm without need of painting

- Scratch that penetrates the paint with a length less than 2 cm on painted panels or alloy rims

Further details on damages considered normal wear & tear and further example of the same are available at Hirer rental stations.

Damages having the above-mentioned characteristics, where detected at the moment of the return of the Vehicle, will not be charged to you.

iv) Common rules

Please note that depending on the Damage suffered by the Vehicle and the type of Additional Cover You have subscribed to with the Hirer (see the Appendix 2) You may or may not be charged for the full or for the partial amount of the cost of repair.

You accept at the date of the subscription of this T&C that all the charges that will result due, directly and indirectly, connected to the rental of the Vehicle, and even after the billing of the rental, will be made on the credit or debit card used as a guarantee for the payment of the pecuniary obligations arising from this T&C and from the rental agreement.

If You have a complain related to damages, their evaluation and invoicing, you can call our Customer Service, opening a ticket on the link https://www.goldcar.es/it/incidencias.

14 - What is expected of me regarding vehicle maintenance?

The Hirer accepts to undertake, according to article 1575 of the Italian Civil Code, to regularly perform the maintenance of the Vehicle, to provide you with the Vehicle in good maintenance conditions and to grant you an undisturbed possession of the Vehicle during your rental.

During Your rental, You must take all necessary protective measures to keep the Vehicle in the same condition as that in which You have taken possession. You should remain alert to any signal from the warning lights on the Vehicle's dashboard and take any necessary protective actions.

Any modification to or mechanical interventions on the Vehicle are forbidden without the Hirer prior written authorization. Should this rule be breached, You must bear the duly justified costs of restoring the Vehicle in the same state in which You have taken possession.

You will be liable towards the Hirer for any detrimental consequence arising out of any infringement to the above-mentioned maintenance obligations.

Hirer’s responsibility is, in any case excluded, towards You, the Driver and the members of their respective family, for damages of any kind, including the economic losses incurred by the same for damage to the persons/goods, arising from (directly or indirectly) a defect of functions of the vehicle where caused by manufacturing defects, even where it causes accidents.

15 - What should I do in case of accident or mechanical breakdown, or theft of the vehicle?

In the event of an accident, customers undertake:

a) to acquire and send to the Hirer, no later than 48 hours, the full details of the third party and any witnesses, and completed accident report form (the so-called Blue form) – annotating the number plate, the name and address of the third party, the circumstances of the collision, a sketch of the accident, the name of the third party's insurance company and, if possible, the number of the insurance policy. The accident report form must be signed by the two drivers involved in the accident. If there is no accident report form, the parties must complete a Claims Report that will be provided by the Hirer;

b) to alert the authority immediately if the guilt of the third party needs to be investigated or if anyone has been injured;

c) not to abandon the hired vehicle without taking due measures to safeguard it.

In case of mechanical breakdown or accident, which prevents You from continuing your travel and/or obliges you to stop Vehicle to prevent any breakdown, You are provided with an assistance service, included in the price of Your rental. The terms of this assistance are set out in Appendix 1 of the present T&Cs.

In the event of an act of vandalism, fire, theft or disappearance of the vehicle, customers undertake to notify to the Hirer of the event immediately and to report it to the authorities, sending a copy of the report to the Hirer as soon as possible

16 - When shall I receive my invoice and pay for the rental?

After the rental the invoice of your payment will be made available for you electronically on the following web address (valid for also for Interrent rentals):https://www.goldcar.es/it/facturacion/facturacionelectronica/

In case you are not able to retrieve the invoice from our website, or You rented our vehicle for business purposes and you need to receive an the electronic invoice through the invoice exchange system of the Italian Revenue Agency, please contact our customer service that will provide you with support or write an email: at sf@goldcar.com.

17 - What if I want to extend my rental agreement?

The Client must return the Vehicle within the date and time indicated in the RA. For an extension of the rental period, the Client shall must go to the closest Hirer’s office to sign an extension of the Rental Agreement. The Rental Agreement cannot be extended by phone or by any other means of electronic communication.

The deposit given as guarantee may not be used to extend the rental period under any circumstance. The Hirer may charge Clients with a fee for any extensions to the Rental Agreement.

In the event that the Rental Agreement cannot be extended because of the unavailability of the vehicle or for any other reason, the Client shall return the Vehicle on the agreed date and time.

Depending on the Specific Condition arranged in the Rental Agreement, the Hirer may request to the client to signed a new and independent Rental Agreement.

18 - In which cases can the Hirer require me to return the vehicle during the rental?

The Hirer reserve its faculty, during the rental, to require the return of the Vehicle as to provide its substitution (e.g. in case the ordinary maintenance of the Vehicle shall occur, or where the Vehicle has reached a seniority/mileage in light of which it cannot be considered compliant with the standards of Hirer fleet). In this event, the Hirer will contact you as to agree the modalities of the restitution and substitution of the Vehicle.

Moreover, also in addition to other hypothesis of early termination provided under this T&Cs , the Hirer reserves its right to early terminate the rental, and to require the restitution of the Vehicle, pursuant to and by effect of article 1456 of the Italian Civil Code, following a simple communication by email, registered letter with acknowledgment of receipt, fax or telegram: i) in case of lack of payment, at the requested date, of any of the amount due by You pursuant to the rental, ii) in case of your refusal or lack of acknowledgment of a restitution request of the Vehicle for its substitution, iii) in case of breach of a singular obligation and duty provided under article 6 above; iv) lack, for any reason, of a valid method of payment for the rental (e.g. expiry of the credit card, insufficient plafond, etc.) and v) where You have undersigned an agreement with the Hirer or a form to access to the Hirer credit, also in those cases provided within such relevant agreement.

19 - What is the applicable fuel policy?

Please note that the rules applicable to fuel and refueling depend on the country in which the rental takes place and the type of rental product you choose. Please, carefully check the applicable rules for each rental you make.

All vehicles generally come with a full tank of fuel. Three different situations may arise:

1) Returning the Vehicle with the same amount of fuel:

* We deliver you a Vehicle with a full tank of fuel or a specific level of fuel indicated in the RA;

* You return the Vehicle with the same amount of fuel:

* You do not pay anything for refueling or fuel charges.

Please note that Goldcar may require you to provide proof of fuel purchase (receipt).

2) Return of the Vehicle with a different fuel level than the one indicated at the time of pickup (Failure to Refuel Penalty).

- If the Vehicle is not returned with the same level of fuel as indicated at the time of pickup, You will be charged the cost of the missing fuel plus a penalty, the amount of which is indicated in the Goldcar Price List applicable at the time of return of the Vehicle.

The above penalty shall not apply to customers who qualify as consumers, and such customers will be charged with the cost of fuel, without prejudice to any other right or action with respect to the failure to comply with the obligation to return the vehicle with the same level of fuel than at checkout.

3) Smart return

In the event that you wish to agree in advance with Goldcar to return the Vehicle with a lesser amount of fuel than at checkout, so as to avoid incurring the Refuel Penalty, you may subscribe at the beginning of the rental the optional service called “Smart Return”.

● Upon pickup, You will pay the service price as indicated in the Goldcar Price List.

● You may return the Vehicle with any amount of fuel in it.

● You will be charged the cost of the fuel used, calculated on the basis of the fuel prices indicated by the car rental company at the time of check-out, taking into consideration the fuel tank of the rented Vehicle and the fuel level shown by the Vehicle's fuel gauge.

Smart Drop-off Service is not available for customers who qualify as consumers.

20 - Must I pay a deposit before picking up the vehicle?

When You pick up the Vehicle, You have to grant a credit or debit card authorization for a deposit.

The deposit amount will be reserved on your credit or debit card (and not charged) and will not exceed the total amount of € 950,00, regardless for the Vehicle category.

Considering that the deposit is intended to grant the payment of possible charges due to damages/deterioration/theft of the rented vehicle, as well as for the cost of possible fuel and extra days, etc., the deposit amount is calculated taking into account of your liability (namely “Excess”) considering the limitation of liability applicable to your rental, even with the regard

to the purchase of any optional Additional Cover, and the vehicle category.

On this respect, in the event you purchase the Relax, the Super Relax or the Mega Relax Cover that - subject to the terms and conditions set forth in Appendix 2 – may exclude your liabilities for damages to the Vehicle, you will not be requested provide us with a deposit to grant the relevant possible charges for damages.

In the light of the above, in the event You purchase the Relax, the Super Relax or the Mega Relax Cover the deposit amount will be reduced to Euro 300,00 (Relax) or to 100,00 (Super Relax and Mega Relax), regardless for the category of the rented vehicle.

In any case, the final amount is stated on the confirmation email which is sent to You when You make your reservation and in the Hire Agreement. Please note that deposit will be released at the end of your Hire Agreement if no other costs are payable.

Please be aware that in case You have purchased additional covers from any third party (as a broker or a travel agency), this covers may provide you for a refund of our charges (for example in case of damages) but don’t limit your liabilities vs the Hirer and, as a consequence, you will be requested to grant the deposit in full.

21 - Can I pay my rental with a foreign credit or debit card?

The credit or debit card used to make the reservation should be presented by the cardholder when the vehicle is collected. The credit card used should be in the name of the same person taking out the rental agreement.

Payment for rental Vehicle and any additional items can be made in the currency chosen by the customers. Multiple currency operations are accepted, under the terms and conditions set out by the Bank handling the payment.

22 - Is the vehicle equipped with the GPS Tracker?

We inform you that for safety reasons part of our fleet is equipped with GPS locator. The hirer will access to the location data only in the event of (i) an alert due to disconnection or inhibition of the system, and / or (ii) failure to return the vehicle. The customer is aware and accepts this circumstance, refraining from interrupting or preventing correct operation.

23 - How do we process your personal data?(Article 13 of the General Data Protection Regulation 679/2016)

The personal data are processed by Goldcar Italy S.r.l., subject to the management and coordination of Europcar Mobility Group SA ,with head office located in Bolzano (BZ), in Corso Italia n. 35 (Postal Code 39100) V.A.T. 03766560167, ("Goldcar") and the by its parent company GOLDCAR SPAIN, S.L., with head office located in Crtra. Valencia N-332, Km. 115, Edif. Goldcar C.P. 03550, Sant Joan D´Alacant, Alicante, Spain ("Goldcar Spain"), both in their capacity as Data Controllers. To learn more about the characteristics of the processing of your personal data on the part of Goldcar Spain, please check the specific privacy statement on the website https://www.goldcar.es/politica-privacidad/.

The categories of Personal Data that we collect in the context of our services are the following:

- Your identification data: surname, first name, email address, telephone number, postal address, account identifier,

- If applicable, identification data of additional driver(s): surname, first name, email address, telephone number, postal address,

- Your driver’s license and that of any additional driver(s),

- Payment data: account numbers, card numbers, etc.

- Financial data: your order forms, your customer invoice etc

- As the case may be, data relating to traffic violations

- Information about your flight in the event that the pickup location of your vehicle is an airport,

- Information on your vehicle reservation, in particular to feed the loyalty programs of which you would be a member

- Data relating to your satisfaction surveys or from your interactions on our dedicated social media pages;

- Voice, audiovisual and electronic data: recordings of your communications by e-mail, chat or telephone with our customer service department;

- Information collected through our Connected Vehicle (if the vehicle that you rent is a connected vehicle) : vehicle status, damage or accident information, vehicle performance data, operational and diagnostic data, mileage information, acceleration and braking speeds, fuel consumption and fuel levels, tire pressure, odometer readings, vehicle location and other vehicle information. For any information regarding the data processing of Goldcar’s connected vehicles, please consult the dedicated Privacy Policy .

We collect most of your personal data directly from you, but we may receive data from third parties, including the competent authorities in charge of managing fines for traffic violations.

Goldcar will process your personal details to:

- manage your booking and comply with the rental contract that you have concluded, including related services (e.g.customer assistance) and any requested additional services (e.g. winter driving accessories, additional driver, etc), as well as exercise the respective rights (e.g. manage fines or claims and determine the respective liability);

- fulfil related law obligations (e.g. on taxation, insurance and anti-terrorism);

- protect corporate assets (car fleet) and the safety of drivers in case of accidents by using a multi-functional satellite device “data event recorder” with geolocation to track the rented vehicle;

- prevent fraud associated with the car rental by entering your details in an anti-fraud centralized database managed by ANIASA (National Association Car Rental Industry and Automobile Services), in case of car theft, misappropriation or fraud linked to your rental and where there are applicable cases reported against you;

- manage your loyalty program

Moreover, if you give us your consent, we could use your details, even for future rentals (e.g. type of vehicle, duration, place of vehicle collection or delivery) to: contact you, even with personalized information (e.g. newsletter, emails, texts, traditional mail, operator calls, instant messaging, messages or initiatives on social networks, etc) and keep you up-to-date on services, deals and initiatives of Goldcar or invite you participate to market surveys;

Even if you do not intend to grant us your consent, you may still book the rental or benefit from the services offered by us. You can always cancel your consent.

The processing of your personal details to manage your rental and related services shall take place for the necessary time required to manage the contract (e.g. exercise respective rights in case of accidents), as well as thereafter to fulfil law obligations (e.g. taxation, accounting matters). After this time, the data will be deleted or made anonymous. To learn more about the characteristics of the processing of your personal data, please check the privacy statement on the website https://www.goldcar.es/it/politica-privacidad/.

Keep in mind that you may always access your personal details by writing an email to dpo@goldcar.com, as well as update them, delete them, revoke them, modify your consent or request to receive or transfer your details to another data subject. You may also oppose to the processing of your personal details. In particular, processing for marketing purposes or processing to analyze your preferences. Likewise, you may oppose to the processing due to reasons related to a special situation, as long as it is to pursue the legitimate interest of the data subject. You may also file a complaint to the Data Protection Authority to protect your personal details (www.garanteprivacy.it), or to the Data Protection Authority of the country in which you currently live, work or the place where the alleged violation took place. The Data Protection Officer appointed by Goldcar can be contacted at the following email dpo@goldcar.com

24 - What happens in case of dispute related to my rental?

The responsibility of the Hirer can be claimed by You exclusively in relations to the obligations arising from the Rental Agreement, being the Hirer extraneous to any other different obligation undertaken by the possible mediators at the time of the booking/found of the rental, in relation to which any complaint or claim shall be proposed by the Client exclusively toward those mediators.

a. Applicable law

In case of dispute between You and the Hirer regarding Your rental, the applicable law will be the law of the country of the pick-up of the Vehicle. For instance, if You are a French citizen and You pick up the Vehicle in France, the applicable law will be the French law. However, if You hired a Vehicle whilst in Germany then Your rental will be subject to the German law.

b. Customer service

For any request, for information or to make suggestions, claims or complaints you can contact Goldcar at the Customer service or through the section “Customer” on the web page https://www.goldcar.es/it/incidencias/ or directly through itcustomerservice@goldcar.com

c. Notifications

All notifications and communications to be served upon You and The Hirer pursuant to Your Rental Agreement shall be sent to the addresses indicated in the Rental Agreement, that You and The Hirer recognize as the elected domicile for all purposes and You must communicate any change to the other party in written form.

d. Alternative dispute resolution

In the event that the Client as a « consumer » (as defined in the Consumers Code) is not satisfied with the answer from the Customer Service, they can, within one year starting from when they submitted their request to the Customer Service, use the services of a Consumer Ombudsman through the European Union online disputes resolution platform at the following address: Online Dispute Resolution

e. Jurisdiction

Finally or alternatively form the instruments adopted by The Hirer mentioned above, either You or The Hirer can submit the case to the competent Court that is either the one of Your residence or of your elected domicile, if you are a consumer (or you are a person of similar nature), or in Rome in all the other cases.

25 - Who owns the Vehicle?

Depending on availability, you may receive a vehicle that is part of the so-called “Hirer Fleet”, which includes vehicles owned by Goldcar Italy S.r.l.. or in its legal availability (e.g. acquired through financial or operational Leasing or through long term rental agreements with companies such as Goldfleet Italy S.p.A., Europcar Italia S.p.A, etc.) or a vehicle belonging to the so-called “Hirer Franchisee Fleet” which includes vehicles owned by independent entrepreneurs or companies who manage rental offices with the Hirer brand due to a franchising agreement with The Hirer (hereinafter the Franchisees).

In case of rentals of vehicles of the The Hirer/Goldcar Franchisee Fleet, the Rental Agreement, even when an The Hirer reservation is made, will be entered between You and the Franchisee.

The Rental Agreement will be, in any case, subject to these terms and conditions but all the obligations therein described as borne by The Hirer will be borne directly by the Franchisee, with the sole exception of those related to roadside assistance (art. 15 and Annex 1) and the ones related to the Customer Service and “out of court” settlement of complaint, that will be provided by The Hirer according to the relevant franchising agreement.

The rental of a vehicle to the the Hirer/Goldcar Franchisee Fleet and information on the Franchisee who is renting the Vehicle to You will be indicated in the header of the Rental Agreement.

Your signature on the Rental Agreement will prove your complete knowledge and acceptance that: i) You are entering into a Rental Agreement with the Franchisee: ii) No further obligations will be borne by The Hirer in your favour, except for the ones specifically mentioned in this clause.

the Hirer reserves the right to rent You branded vehicles

Annex I

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Annex II

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Other

Online Dispute Resolution

Booking Terms and Conditions

The Goldcar vehicle rental services in Italy are provided by Goldcar Italy S.r.l. (hereinafter “Goldcar”), with a sole shareholder, subject to direction and coordination of Europcar Mobility Group S.A., with registered office in Bolzano (BZ), Corso Italia n. 35, CAP 39100.

Any claims may be sent to: Goldcar Italy S.r.l. - Customer Service - Telephone (+39) 050 807 5174

email: itcustomerservice@goldcar.com

Any disputes that may arise out of or in connection with the interpretation or performance of these Booking Terms and Conditions are within the exclusive jurisdiction of the Court of Bolzano.

This does not affect, for disputes with consumers (or equivalent entities), the jurisdiction of the Court of the place where the consumer has its residence or address for service. With reference to consumers and to entities which are equated to them under Article 66 quater of the Code, we inform you that they may also use the mediation procedures referred to in Legislative Decree of 4 March 2010, No 28. Nor does it affect the possibility of using the procedures of voluntary and joint negotiation

provided for by Article 2 (2) of the same Legislative Decree No 28 of 4 March 2010, where applicable.

To use the services offered on the website www.goldcar.es/it (hereinafter the “Website”) and, in particular, to submit order requests and booking requests, you must first register.

Anyone wishing to register must guarantee that the personal data being provided are true, correct and updated.

With reference to the fulfillment of the disclosure requirements set out in Articles 52 and 53 of Legislative Decree No 206 of 6 September 2005 on the Consumer Code (hereinafter the “Code”), this is to inform you that pursuant to Article 59 (n) of the Code, the right of withdrawal does not apply to car rental services.

The information contained in the descriptive pages of the services offered by Goldcar are for information only and does not constitute a contractual offer nor a public offer of the described services. None of the information contained in this Website may be considered to constitute a contractual offer or invitation to contract, except for the pages describing specific services for which a contractual offer is clearly and unambiguously formulated.

1.Information on distance booking of Goldcar services in Italy:

Pay-on-arrival rental

The distance booking tools available on the Website or via the Call Center at (+39) 050 807 5174 if used with the pay-on-arrival method, are provided to you strictly for the purpose of the prior check of availability of the rental vehicles and the related cost estimates.

If, as a result of the preliminary check and estimate made on the Website, you submit a booking request to Goldcar, via the Website or through an operator, the same will be treated as a request made to Goldcar to check for vehicle availability and the related rental cost estimate in a timely manner.

If, following the preliminary check and estimate made on the Website, the customer submits a booking request to Goldcar, via the Website, by filling in the appropriate form available on the website, the same will be considered to constitute the Customer’s contractual offer for the stipulation of an online agreement for the booking of rental services; on the terms set out below.

Goldcar will satisfy this request by communicating to the email address provided by the customer at the time of booking, the unavailability of the vehicle and, consequently, the non-acceptance of the offer, or, the availability of the vehicle and the acceptance of the offer.

To use the booking service, you must provide the details of your valid credit card at the time of booking, including your Driver ID (registered user identification code).

Goldcar, upon confirmation of the booking, undertakes to make available to you the rental of a vehicle of the requested category starting from the time indicated in the booking, until 6 hours starting from the pickup time mentioned in the booking, but in any case, no longer than the daily closing time of the rental station.

For the sake of clarity, Goldcar, in case of confirmation of the booking will guarantee the category of the vehicle and not the specific model and, in case of unavailability of a vehicle of the category requested by the Client, reserves the right to provide the client with a vehicle of a higher category without any additional charge.

By filing a booking through the Goldcar booking service, you agree to collect the vehicle within the time indicated above or, in any event, to cancel your booking within the time-limits set out below, accepting, in default, the application of a penalty (so-called “no show fee”), to be charged on the credit card provided by you at the time of booking.

The rental of a booked vehicle is subject to the signing at the Goldcar offices of a Rental Agreement on the terms and conditions set forth in the Goldcar Booking Terms and Conditions and in the Goldcar Rental Terms and Conditions pro tempore in force.

Payment at the rental offices via contactless systems or with virtual cards/smartphones, Diners Club, American Express, Postepay, prepaid cards or cash will not be accepted.

When picking up the vehicle, the presentation of a single physical credit or debit card (no virtual cards/smartphones) in the name of the title holder of the booking is required in order to hold the deposit for the fuel tank (see General Condition 7) and as a guarantee for the other obligations arising from the rental (see Goldcar Rental Terms and Conditions art. 6.3.).

2. Information on the distance booking of Goldcar vehicle rental services in Italy using payment means

Prepaid Booking

If, following the preliminary check and estimate made on the Website, you submit a prepaid booking request to Goldcar, via the Website or an operator, the same will be considered to constitute your contractual offer for the stipulation of a distance

agreement for the booking of prepaid rental services, on the terms and conditions set out below.

To use the Prepaid Booking service you must provide the details of your credit card or debit card at the time of booking, including your Driver ID (registered user identification code).

Goldcar will reply to this request by communicating the following:

If the reservation request is made online via the Website: to the email address provided by you at the time of booking, the unavailability of the vehicle and, consequently, the non-acceptance of the offer, or, the availability of the vehicle and the acceptance of the offer, at the same time collecting an amount equal to the estimated rental price from the credit card or debit card provided by you at the time of the booking request. The communication confirming the booking will also constitute the voucher to be presented for the payment of the prepaid rental price.

Goldcar, upon confirmation of the booking, undertakes to make available to you the rental of a vehicle of the requested category starting from the time indicated in the booking, until 6 hours starting from the pickup time mentioned in the booking, but in any case, no longer than the daily closing time of the rental station scheduled for the day of the booking.

The rental of a booked vehicle is subject to the signing at the Goldcar offices of a Rental Agreement on the terms and conditions set forth in the Goldcar Booking Terms and Conditions and in the Goldcar Rental Terms and Conditions pro tempore in force.

When picking up the vehicle, the presentation of the credit or debit card in the name of the title holder of the booking, which was used to make the booking, is required in order to hold the security deposit.

3. Information on the booking of vehicle rental services abroad

Goldcar provides a vehicle rental service strictly in Italy. The on-line booking tools available on the Website, with reference to any foreign destinations, are connected to the foreign companies of the Goldcar group, of which Goldcar is part, operating in the individual destinations (a list of which is available here) with respect to which Goldcar Italy S.r.l. will only provide a service, for the benefit of the client, consisting strictly in the translation of its contents, and process, in the name and on behalf of such foreign companies, any pre-paid rental amounts and provide assistance to the customer in Italian.

The rental of the booked vehicle is subject to the signing of a rental agreement at the foreign offices of the foreign company of the Goldcar Group, on the terms and conditions applied by the person providing the rental service (an extract of which is available here).

4. Change and cancellation of bookings

a) Pay-on-arrival bookings

You can cancel your non-prepaid booking free of charge, after it has been confirmed, up to 48 hours before the established time for collection of the vehicle by clicking the link indicated in the confirmation e-mail you received.

You cannot cancel a booking online made through the Goldcar Booking Office or travel agencies. For cancellations regarding bookings made through the Goldcar Booking Office or travel agencies, contact the Call Center at (+39) 050 807 5174.

Cancellation with less than 48 hours notice: If the booking is cancelled less than 48 hours before pick-up, a penalty of €50 VAT Exempt, or an amount equal to the rental cost if lower, will be applied.

In the event of failure to cancel the booking and failure to collect the vehicle under the conditions set out above, Goldcar will charge a VAT-exempt penalty, so called “No show penalty”, equal to the cost of the rental.

The penalty and the no show penalty (if applicable) will be charged to the credit card used by the Customer at the time of booking.

b) booking via the Call Center (pay-on-arrival)

You can view, change and cancel your non-prepaid booking free of charge, after it has been confirmed, up to 48 hours before the established time for collection of the vehicle via the Call Center by calling (+39) 050 807 5174.

Cancellation with less than 48 hours notice: If the booking is cancelled less than 48 hours before pick-up, a penalty of €50 VAT Exempt, or an amount equal to the rental cost if lower, will be applied.

In the event of failure to cancel the booking and failure to collect the vehicle under the conditions set out above, Goldcar will charge a VAT-exempt penalty, so called “No show penalty”, equal to the cost of the rental.

The penalty and the no show penalty (if applicable) will be charged to the credit card used by the Customer at the time of booking.

c) Prepaid Booking

You can cancel your prepaid on-line booking, after it has been confirmed, up to 48 hours before the established time for collection of the vehicle, by clicking the link indicated in the confirmation e-mail you received.

You can cancel your reservation made via the Call Center or Goldcar rental Station, after it has been confirmed, by calling (+39) 050 807 5174 and, in the latter case, at the Rental station within the same terms indicated above.

Cancellation with less than 48 hours notice: If the booking is cancelled less than 48 hours before pick-up, a penalty of €50 VAT Exempt, or an amount equal to the rental cost if lower, will be applied. The excess amount paid will be refunded to the credit or debit card used for payment, deducting this penalty.

In the event of failure to cancel the booking and failure to collect the vehicle under the conditions set out above, Goldcar will charge a VAT-exempt penalty, so called “No show penalty”, equal to the cost of the rental.

The penalty and the no show penalty (if applicable) will be charged to the credit card used by the Customer at the time of booking.

d) Prepaid Booking “Not Refundable” – “Crazy Rate”

Bookings applying discounted rates indicated as “Not Refundable” or “Crazy Rate” are non-refundable, non-cancellable, and non-modifiable bookings. Any errors made during the booking process can be resolved within 30 minutes of the booking confirmation by calling (+39) 050 807 5174.

e) Modification of the booking

All bookings, with the exception of those classified as “Not Refundable” or “Crazy Rate”, can be modified free of charge up to 1 hour before checkout.

Reservation changes may affect (increase or decrease) the rental rates based on the modified characteristics of the rental; consequently, Goldcar may need to request an additional prepayment.

5. Force Majeure

Neither party shall be liable for failure to perform their obligations under any kind of reservation in cases of force majeure.

“Force majeure” - within the meaning of the legal provisions in force - means an irresistible, unforeseeable and extraordinary event which is beyond the control of the parties and prevents the same from fulfilling their obligations.

Therefore, in cases of force majeure:

- Prepaid booking: the transaction will be cancelled and Goldcar will refund the pre-paid rental amount. Goldcar will have no further obligations vis-à-vis the transaction;

- Pay-on-arrival booking: the booking will expire; no fee will be charged for “no show” and Goldcar will have no further obligations.

6. Other provisions

The rates specified at the time of booking do not include any additional charge not specifically indicated as included in the booking confirmation sent by Goldcar nor any optional additional services requested by you or any other additional charge specified in the Rental Terms and Conditions pro tempore in force for which you may be responsible (e.g. administrative penalties, damage, etc.).

By making the booking the applicant guarantees that the data provided is correct and the credit card indicated has sufficient funds to cover the related order, assuming any responsibility for the correctness and feasibility of the reservation.

In case of any changes made to the data provided by the applicant, it is the latter’s responsibility to inform Goldcar thereof as soon as possible.

Goldcar reserves the right to refuse an order request or booking where the applicant fails to provide all the data required and necessary to use the services offered, or in the case of malfunctioning of the electronic systems or operating software, or of incorrect or incomplete information contained in the Website which is beyond the applicant’s control.

In case of non-acceptance of the request, Goldcar undertakes not to apply any fees to be borne by the applicant and to contact (via e-mail, fax or phone) the applicant as soon as possible at the address provided by the latter to notify them of the failed transaction.

Goldcar reserves the right to make the necessary controls on the validity of the credit card used by the Customer at the time

of the booking request, through a simulated charge for an amount not exceeding 1 Euro; this amount will be charged to the Customer's credit card and, subsequently, credited back to the Customer according to standard banking times. This amount therefore does not constitute an advance payment or a deposit of any kind. Goldcar is not responsible for any illegal or improper use of the customer's credit card nor for any damage that may be caused to the customer as a result of transactions carried out using a credit card, which are beyond its control. Failure to make any payments due by you within the established time-limits shall determine the resolution of the booking agreement pursuant to Article 1456 of the Italian Civil Code, without prejudice to Goldcar's right to claim damages. Any changes in the price of the foreign products or services offered on the Website due to fluctuations in the exchange rate shall be borne in full by you.

Goldcar does not guarantee availability of all the booking services in countries other than Italy, and invites you to consult the official websites of the companies of the Goldcar group.

Goldcar Italy S.r.l. is not responsible for the booking services or simulated booking services available on websites other than the Website regardless of whether these are connected to third parties or companies belonging to or associated with the Goldcar group.

The Goldcar Booking Terms and Conditions and Rental Terms and Conditions are subject to change at any time.

The information on the prices provided by the on-line booking service is based on the data provided by you.

No on-line booking of a Goldcar vehicle may, under any circumstances, be construed to constitute a rental agreement.

Each official website of the Goldcar group contains a memorandum of the conditions of booking and rental of the vehicles, in the language of the customer concerned and in accordance with the laws and regulations in force in the country where the services will be provided. These conditions may be provided to you at your request. If such notice does not appear on the official website, you will be deemed to have been adequately informed hereby. In any event, the car rental agreement shall be drawn up at the time you collect the vehicle and sign the rental agreement, accepting the general and specific conditions of rental contained therein.

If you have any comments to make on the functioning of the Website, and especially on the functioning of the on-line reservation form, you may contact the website administrator at the following e-mail address: info@goldcar.com

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Tariff guide (PDF)

Damage prices list.

Tariff Guide

Axa Claim SPAI

Axa Policy SPAI