

GENERAL CONDITIONS - LEASE

ARTICLE 1. VEHICLE USE.

1.1 The Lessee agrees to use and drive the vehicle in accordance with the basic rules of driving and circulation, and according to the specifications of the type of vehicle use.

1.2 The Lessee agrees not to use the vehicle and / or let it be used in the following cases:

- a) Paid transport of passengers.
- b) To push or tow any vehicle or any other object, rolling or not.
- c) To participate in competitions, official or not; and resistance testing of materials, accessories or products (unless authorized by the Lessor)
- d) Drive vehicle under the influence of alcohol, narcotics or any other type of narcotic substances.
- e) Transportation of goods contrary to law or the provisions in force or for unlawful purposes.
- f) Transport of passengers more than the authorized and indicated on the registration certificate and / or technical inspection record Vehicle number.
- g) Carriage of Goods by weight, quantity and / or higher than authorized in the registration certificate and / or record of technical inspection of the vehicle volume.
- h) Transportation of flammable goods and / or dangerous and harmful toxic and / or radioactive.
- i) Transport of live animals (except pets and / or pets, prior authorization by the lessor).

1.3 are only permitted to drive the vehicle the person or persons identified and accepted by the lessor in the lease and / or any Annex thereto, provided they have served 21 years and they hold and are in possession of the permit valid and current drive.

Specifically, the lessee agrees and undertakes to exhibit the signing of the lease, permission or valid license and driving force, in accordance with Spanish legislation on the matter, having to exchange the driving licenses issued abroad when so provides the current Spanish legislation exempting from all liability to the lessor for the same.

The lessee is obliged to show that documentation to the lessor at the request of the latter.

1.4 The Lessee agrees to keep the vehicle locked when not in use (by using devices that the landlord gives to that effect) and keep records of it.

1.5 The Lessee agrees to have the vehicle appropriately and in safekeeping when not in use.

1.6 It is expressly prohibited the lessee lease, rent, mortgage, pledge, sell or otherwise encumber:

The vehicle, the lease, keys, documentation, equipment, tools and / or accessories of the vehicle and / or any part or parts thereof; or treating the above so that would be prejudicial to the lessor.

1.7 It is the duty of the lessee to stop the vehicle as soon as possible when, while running the instruments or any of the witnesses who detected a malfunction of the vehicle or when you notice external signs that indicate a failure or malfunction of it light up. In this case the lessee must contact the lessor or the company concerted roadside assistance, where appropriate, by the lessor, and only with it. Only charges will be accepted as much foreign assistance to such company in cases of urgency and when the landlord has expressly authorized.

1.8 It is forbidden to use the vehicle outside the urban area of the city or highway / motorway. Outside this area of the city or on the highway is not covered by mandatory liability insurance. In the event that this section violates the lessee shall be solely responsible for any damage that may result in the vehicle, the driver himself, in the person of the passenger or companion second or third or leasing.

1.9 The lessee may choose to charge extra insurance that covers also outside the city as long as they remain in the country. In this case, Article 1.8 does not apply.

1.10 are not allowed to transport the vehicle to board any ship, train, truck or plane (unless expressly authorized in writing by the Lessor).

1.11 damages of any kind that may occur to the Lessor for breach of the conditions contained in this article and / or different use than that agreed by the Lessee authorizes the Lessor to remove the vehicle to the Lessee and to bill and collect it , upon written notice to Lessee, duly justified amounts corresponding to compensation and other expenses arising from such damages.

ARTICLE 2. STATE OF THE VEHICLE.

2.1 The Lessor delivers the vehicle to the Lessee in apparent good working order and good external condition and cleanliness, and having overcome the internal controls of the Lessor; and all tires in good condition and no punctures.

2.2 Notwithstanding the provisions of Article 5 of the General Conditions, in case of deterioration, damage, theft and / or loss of any of the tires Lessee agrees to replace immediately, at your expense, by other identical tires characteristics and the same make and model.

2.3 Lessee is expressly forbidden to vary any technical characteristic of the vehicle, the car keys, the vehicle equipment, tools and / or accessories of the vehicle and make any changes in their appearance and / or inside (unless expressly written authorization by Lessee).

ARTICLE 3. PRICE, TERM AND EXTENSION OF THE RENTAL.

3.1 The rental price is expressed in the lease and is established according to the General Price (regarding services, taxes and fees) and the initial price agreed with the lessee at the time of hire, depending on the selected tariff.

3.2 The rental price has incorporated the costs of compulsory civil liability insurance of vehicle. Theft insurance, loss, damage to your own vehicle is not included. To hire these insurance should be noted what is said in Articles 5 and 6 of these General Terms and Conditions and Price List and the initial price agreed and selected insurance rate.

3.3 The rental period will be agreed in the contract, and will be billed based on twenty-four hour periods, starting from the time it is formalized. There is a grace period of 29 minutes, after which it will be charged an additional day of rent and an additional fine of 50 euros by the Lessee by each passing day. If the lessee does not return the vehicle on time shall be extended the lease tacitly if the landlord does not object to it, to accrue the corresponding amounts of rental price per day goes without the Lessee formalize the corresponding documents extending the contract with the landlord.

3.4 In case of extension agreed by both parties in the contract, or by returning the car after the deadline for any reason, the applicable price shall be stated in the General Price List.

3.5 In any case the deposited amount paid or guaranteed to the start of the rental may be used for an extension of it. In the event that the lessee wants to keep the vehicle exceeding the initially agreed time, it undertakes to obtain prior authorization of the Lessor and payable immediately the amount of additional deposit for that extension.

3.6 The lessee agrees to return the vehicle to the Lessor on the date and estimated time and place agreed in the lease. Returning the car in a different place than originally agreed, upon acceptance of the Lessor, implies an additional fine of 20 euros by the Lessee.

3.7 The service shall only be considered completed once the vehicle and the keys have been returned to the Lessor during office hours.

ARTICLE 4. PAYMENTS.

4.1 The lessee agrees to pay the Lessor:

a) The amount resulting from the application of the General Price and the initial price agreed in the lease based on the selected rate, corresponding to life insurance, additional equipment and additional services, according to the stipulated conditions and with taxes and applicable fees.

b) The amount resulting from the provisions of Article 5 of the General Conditions and in the General Price (regarding insurance) regarding rental rates and in terms of franchise or maximum liability in the event of to happen any insured assumptions.

c) The amount of the indemnity for the immobilization of the vehicle for any reason, whenever through no fault of the Lessor, estimated in its case according to the number of days required to repair the vehicle, according to the bill and calculating a corresponding day for eight hours. For the calculation of this amount is used as a base contracted daily rate of occupation. In the case of theft or loss only Lessee shall pay Lessor the amount of one day's rent plus a corresponding amount pursuant to Article 5 of the General Conditions (in terms of rental rates and in terms of franchise or liability maximum).

d) The amount of the transfer and / or repair damage prompted by the improper use of vehicle fuel, contrary to what is stated in Article 8 of these General Conditions. The calculation of this amount shall be in accordance with the preceding paragraph c).

e) The amount of the fines or penalties relating to allegations of any violation of the legislation, especially regarding the code of Traffic and Road Safety Act amount, which may be incurred by the Lessee from the use of vehicle covered by the contract rental, and with surcharges for late payment by the Lessee and judicial and expenses that had been incurred by the Lessor as a result of the above.

f) The amount of 50 euros in the case of an employee Vespa Soul to scroll to an impound to recover the vehicle was removed by Lessee's responsibility.

g) The amount, for any reason, arising from the circumstance of having caused harm to persons or lessee Landlord own but are insured. In the event that it were already insured, when the Lessor receives from the insurer the amount of prejudice or damage the Lessee will return to what would have been charged on this account.

4.2 Payment of the amounts outlined in paragraph 4.1 above shall be made by credit card or in cash. In the latter case, it will be in the currency accepted by the Lessor, according to the market exchange rate at the time of billing, plus an additional handling fee of 3% in cases in which payment is made in foreign currency.

4.3 In the event that the Lessee fails to make the payments referred to in 24 hours they were accrued Lessor may deduct from the deposit or deposit and claim through the courts or extrajudicially without further processing prior.

ARTICLE 5. INSURANCE OF THE MANDATORY VEHICLE, THEFT, LOSS AND DAMAGE TO YOUR OWN VEHICLE.

5.1 The price of the rent incorporates mandatory compulsory vehicle liability insurance, but not that of theft, total or partial loss, damages (or any other prejudice) suffered in the vehicle itself (or in its luggage, goods or personal objects transported in The vehicle), by any circumstance (either by vandalism or by traffic accident).

5.2 These coverages are guaranteed and are assumed by the insurer with which the lessor has arranged the corresponding insurance policy; And they are subject to the agreement in the general condition and the particular of the same and to the regulated by the current legislation.

5.3 The cost of contracting the theft insurance, total or partial loss, damages suffered in the own vehicle will be paid separately and its contracting by the Lessee, if appropriate, should be made expressly choosing the insurance and the prices charged to the Lessee for Such concepts will be added to the total rental price.

5.4 In any case, a franchise or maximum liability shall be established by the Lessee who shall accrue and shall be paid to the LESSOR when any of the insured parties happens.

5.5 By signing the lease the Renter subscribes as insured to the said policy, of which there is a copy that can be consulted in the lessor's office, which the Lessee claims to have read.

5.6 The obligatory civil liability insurance that is included has the following operation:

5.6.1 For damages covered to third parties there will be the limit of coverage established by the Law.

5.6.2 For damages covered by other risks (theft, loss, damage to your own vehicle) there will be a franchise or maximum liability on the part of the Lessee of 800 euros, as long as you hire such a franchise.

5.7 This maximum liability shall not apply if the Lessee does not properly complete the Accident part and, where appropriate, the corresponding accident or theft report, which must clearly show the data of the vehicles and drivers involved in the accident and the conditions And circumstances in which it has occurred. Document that the Lessee must deliver to the Landlord duly completed within a maximum period of 48 hours (except in cases of force majeure), from the date on which the insured event occurred.

5.8 This maximum liability shall not be applied in the event of any breach by the Lessee of any of the conditions set out in Article 1 of these General Conditions.

5.9 In the cases referred to in sections 5.7 and 5.8 above, the Tenant assumes full responsibility for its consequences and will pay to the Lessor the full prejudices that such conduct could cause.

5.10 Biases of any nature suffered by the Lessor or third parties derived from this article and the accrual of the above-mentioned exemptions occur because of the alleged insured, authorize the Landlord to remove the vehicle from the Lessee, terminate the contract unilaterally, and invoice and collect Without prior written communication to the Lessee, duly justified amounts corresponding to the repair of such damages or to the receipt of such deductibles.

ARTICLE 6.

UNINSURED RISKS.

6.1 As already stated the rental price does not include the cost of other insurance that might be advisable to (not included in Article 5 above, for example, personal injury insurance in the driver itself). Only it included the mandatory liability insurance that covers damage to third parties and theft insurance, total or partial loss, damage to own vehicle.

6.2 The procurement of this type of insurance not included in the previous article must be made, where appropriate, by the Lessee at its own expense and own separate way.

6.3 The lessee takes full responsibility for these uninsured assumptions and Lessor shall pay the total cost entailing if it harms directly or indirectly, without limit.

6.4 The prejudices of any kind that may occur to the Lessor or third parties arising from this article some of the alleged events uninsured, Lessor authorized to remove the vehicle to the Renter, terminate the contract unilaterally and to bill and collect it without prior notice Lessee in writing, duly justified amounts corresponding to repair such prejudices or perceive of these franchises.

ARTICLE 7. MAINTENANCE AND REPAIRS.

7.1 The Lessee agrees to appear in person with the vehicle in the establishment of the Lessor every 500 kilometers traveled for a review of the vehicle. Non-compliance with this rule will entail an additional fine of 100 euros by the Lessee.

7.2 The mechanical wear and tear of the vehicle is borne by the lessor. In the event that the vehicle is immobilized by mechanical breakdown, Lessee shall contact the Lessor or the Company concerted roadside assistance by Lessor, and only this. Only charges for others at that company for assistance in emergencies and when the Lessor has expressly authorized will be accepted.

7.3 The Lessee should be checked periodically, and replace if necessary the engine fluid levels every 1,000 kilometers.

7.4 If fluid replacement Lessee shall submit the invoice, the amount will be deducted from the final rental price.

7.5 The Lessee is not authorized to order the repair of the vehicle, unless authorized by the Lessor. In this case the lessee must submit detailed repair bill made.

7.6 In the event that the rent is for time exceeding one month Lessee shall bring the vehicle to the lessor every 30 calendar days for routine review in the local Landlord duration.

ARTICLE 8. FUEL.

8.1 The fuel consumed by the vehicle during the rental period by how much of it is the Lessee.

8.2 The Lessee must refuel the vehicle with the right type of fuel for the same. Otherwise the Lessee shall be liable for the costs incurred in the transfer and / or repair of the damage that could have been produced in the vehicle by use of improper fuel.

8.3 The Lessee agrees to return the vehicle with the same level of fuel was delivered at the beginning of the rental. Otherwise you will be billed for missing plus an additional charge for refueling service; the amount of the fee is established in the General Price List.

ARTICLE 9. SECURITY / DEPOSIT.

Lessee shall make available to the Lessor a deposit as a Security of 300 euros to cover any prejudice you may suffer arising out of this contract Lessor. This amount will only be returned to the tenant when the landlord finds that there is no concept to derive the same in other respects in accordance with the provisions of the General Conditions.

ARTICLE 10. ADDITIONAL CHARGES AFTER.

The additional amounts to be charged Lessor under the provisions of these Terms may be charged directly from the bond and assuming that these exceed the amount of the bond, the excess can load it directly Lessor's account Credit card recorded by Lessee without him having to re-sign. The Lessee authorizes the operation by signing this contract.

ARTICLE 11. EFFORTS OF FINES / TRAFFIC OFFENCES.

Lessee responsible for traffic violations and the corresponding penalties. In the case of violation or penalty, it will proceed to the payment of 30 euros per client for corresponding administrative procedures.

ARTICLE 12. CANCELLATION POLICY.

12.1 If the Lessee cancel your reservation with an advance of more than 7 days, the Lessor will refund the amount you paid discounting 10% for administrative expenses.

12.2 If the Lessee cancel your reservation with less than 7 days notice by the Lessor receive a voucher for the amount paid is valid for one year.

12.3 If the cancellation of the reservation occurs without notice, Landlord will make no refund.

ARTICLE 13. MODIFICATION OF LEASE.

These General Conditions and the remaining clauses of the lease may only be modified by written agreement by both parties.

**ARTICLE 14.
PROCESSING OF PERSONAL DATA.**

The Lessee authorizes the processing of personal data collected in this contract, necessary for the provision of the agreed service and supply and procurement of other products and other services Lessor. The right to access, correct and, if necessary, cancel your personal data by writing to request Lessor informs the Lessee. Also Lessee consents to Lessor transfer its data to group companies, their franchisees or others with whom the Lessor conclude cooperation agreements providing the best vehicle rental service, respecting the Spanish legislation on protection personal data.

**ARTICLE 15.
LAW AND JURISDITIDION.**

15.1 This contract shall be governed by and construed in accordance with the laws of the country in which they are signed (Spain).

15.2 The issues arise under this contract between the Lessor and Lessee within the jurisdiction of the Spanish courts and tribunals corresponding to the town where the contract, which both parties submit signed.

**ARTICLE 16.
ANNEX quantification of damages.**

To facilitate quantification, the damage caused to the leased vehicles are divided, in order of their position and specific character, without prejudice to the application of penalties outlined in these Terms, in the following five categories:

CATEGORY 1.- 75 euros will be charged.

Mirror missing or broken. Broken brake lever. Lights/reflectors broken. Flat Tire. Helmet damaged or missing. Scratches on a panel. Brake Damage . Lots padlock. Plate missing. Loss documentation of the bike. Easel broken or missing. Loss of key / keys. Scooter returned late (in addition to the rental price).

CATEGORY 2.- 150 euros will be charged.

Serious panel damage. Exhaust damage. Serious damage to the brakes. Seat damaged.

CATEGORY 3.- 300 euros will be charged.

Wheel badly damaged or missing. Severe damage to several panels. GPS damaged or missing. Serious damage to the front fender. Top Case.

CATEGORY 4.- 800 euros will be charged.

Damage to the steering column. Severe damage to the bike.

CATEGORY 5.- 1800 euros for 50cc; 2400€ for 125cc; 3300€ for 300cc will be charged.

Scooter stolen or missing. Irreparable damage to the motorcycle.

Through this contract the Lessee agrees to pay the amount of this list for each damage when indicated.