Rental Terms and Conditions

Please read these Terms and Conditions carefully before using our site and services.

Access to and use of the service is conditional upon your acceptance of and compliance with these Terms. These Terms apply to the person named in the contract who pays for the rental service and any associated costs, as well as to any (other) driver who is expressly named in the Rental Contract and, as such, is authorized to drive the vehicle. All persons named in the Rental Agreement are jointly and severally liable for the payment of any sums due under the Rental Agreement.

The Terms & Conditions constitute an agreement between all drivers and SolBrava Rent-a-Car.

The Terms & Conditions apply to any booking made by us or through our website, so you should ensure that you are familiar with their contents. Bookings made on the site are conditional on acceptance of our Terms & Conditions by the drivers forming part of the booking or rental agreement. If you do not agree with any part of the Terms & Conditions you should not proceed with your booking. By confirming your booking you agree that you have read, understood and accepted our Terms & Conditions.

When you decide to rent a vehicle, fill in the form available on the website and after payment confirmation you will receive the confirmation and contract by email.

Any additional fees and costs depend on the information you provide in the form.

If you have any questions, please contact us by e-mail: geral@solbrava.pt. Telephone: +351 913059441, +351 910129439.

General Rental Conditions

Sol Brava Rent-a-Car hereby rents to the Hirer, who has hired the vehicle described in the terms and conditions of this document by virtue of which the customer acknowledges and agrees.

1) The Hirer has received the vehicle in perfect condition;

2) Said vehicle shall only be driven by the Hirer, or by anyone expressly authorized to do so, excluding its use:

a. For the transportation of goods in violation of customs regulations or in any way illegal;

b. For the transportation of goods or passengers in exchange for any implicit or explicit remuneration or compensation;

c. To pull or push any vehicle or trailer and for sporting events;

d. By any person under the influence of alcohol or narcotics;

e. For any change of parts or alteration to the mechanical and/or aesthetic condition of the vehicle;

f. In any way that damages any component of the vehicle.

3) The minimum age of the driver is 21. The maximum age is 78. Drivers must have a valid driving license in Portugal with a minimum of 1 year's experience. From 21 to 25 years old and from 69 to 78 years old, a daily rate of 15€, junior rate/senior rate respectively, will be applied to the fare.

The vehicle is delivered with a company sticker stamped on the rear window, a signaling triangle, the normal tools, a spare wheel or equivalent systems, a license plate and title registration or equivalent document, a green insurance card and an inspection form; In the event of loss or destruction, total or partial, of the documentation, peripherals and/or keys to the vehicle by the Hirer, the Hirer may be obliged to compensate the rental company for the inherent losses, in particular the costs of issuing duplicate documentation, administrative costs and/or replacing parts.

4.1) The Hirer has one hour after the scheduled time to collect the vehicle. If the car is not picked up, or if no changes to the date or time are requested from the company in advance, the booking will be automatically canceled, with no right to a refund.

4.2) Upon delivery of the vehicle, the renter must have in their possession a valid citizen's card or passport, driving license and if payment is made by credit/debit card, they must have it in their possession;

5). Prices do not include: fuel, fines and, in the event of an accident, towing of the vehicle or collision compensation costs. The Renter is responsible for the upkeep of the vehicle and its equipment throughout the rental period. In the event of excessive dirt (interior or exterior), a cleaning charge of €25 will apply. Its forbidden to smoke inside or have pets. In the event that the rented vehicle has a fine, the Renter must pay the amount of the fine and any other amounts relating to administrative services, in addition to the total amount of the fine, which will be sent for payment by email and/or conventional mail.

6) Prices include the expenses paid by the Renter for car maintenance and oils, provided that the appropriate receipt is presented on behalf of the company.

7) Prices include compulsory civil liability insurance. Any damage to the vehicle, damage caused by negligence or assistance provided is the responsibility of the Renter who has not chosen the all-risk insurance option.

Our rental rates include Compulsory Motor Insurance and Civil Liability cover for damages and losses against third parties arising from the use and circulation of the vehicle. These coverages are guaranteed and assumed by the insurance company with which SolBrava Rent-a-car has contracted the corresponding insurance policy and are subject to the general and specific clauses of the policy and the law in force. By signing the rental agreement, the Customer becomes an insured party to the aforementioned policy, the conditions of which can be provided on request.

The amount of the security deposit varies according to the category of vehicle rented, with the following maximum amounts being established in the full protection insurance: Amount that will be blocked on the credit card as a security deposit: A: 1000€, A/B: 1100€, B: 1200€, C: 1400€, D, E and E(a): 1700€, F: 2000€. This is the amount that the customer has to pay in the event of an incident, unless the damage to the vehicle is greater than the amount indicated, the customer will have to pay the remaining amount in full until the total

amount prevails. It is possible to reduce the value of these bonds and maximum liability to zero by taking out extra insurance cover. Customers who do not wish to take out this cover are obliged to leave a deposit for the amount of the aforementioned deposit on a credit card in the name of the main driver.

The security deposit for this contract is: _____

7.1) Basic Protection includes third party insurance. Basic Protection always includes a deposit for said damage for which the customer is directly responsible, upon payment of the corresponding deposit or by taking out additional cover. Basic Protection will be valid whenever the following conditions are met:

a. That the Customer, in the event of a collision, sends SolBrava Rent-a-car within one hour of the accident, the full details of the other party and possible witnesses, completing an accident report, in the form of a 'Friendly Accident Statement' -DAA- detailing the license plate number, the name and address of the other party, the circumstances of the collision, a sketch of the accident, the name of the insurer and, where possible, the insurance policy number, all signed by the two drivers involved in the accident or incident report.

b. That the insurance company does not reject the claim as a result of not driving the vehicle in the physical and mental condition required by the Highway Code.

c. That the Customer has informed SolBrava Rent-a-Car of the collision, theft, fire or act of vandalism caused to the vehicle within one hour of the incident, providing the relevant documentation (accident report, complaint to the authorities, etc.). This option includes third party insurance, does not include own damage, any act caused by negligence, theft, vandalism and damage to the underside, windows, headlights, rims, tires. Personal accident insurance (SPAI) is not included. Sol Brava Rent-a-car is not responsible for damage to private car parks, regardless of the insurance taken out.

7.2) Average Protection

a. Own damage insurance

b. Average Protection always includes a lower security deposit than the basic protection for said damage for which the customer is directly responsible, upon payment of the corresponding security deposit as a limit to the amount of the customer's liability for damage to or theft of the vehicle. Average Protection will be valid provided the following conditions are met:

1. That the Customer, in the event of a collision, sends Sol Brava Rent-a-car within twenty-four hours of the accident, the full details of the other party and possible witnesses, completing an accident report , in the form of a 'Friendly Accident Statement' -DAA- detailing the license plate number, the name and address of the other party, the circumstances of the collision, a sketch of the accident, the name of the insurer and, where possible, the insurance policy number, all signed by the two drivers involved in the accident, or, if you don't have one, the 'Accident Report';

2. That the insurance company does not reject the claim as a result of not driving the vehicle in the physical and mental conditions required by the Highway Code;

3. That the Customer has informed SolBrava Rent-a-Car of the collision, theft, fire or act of vandalism caused to the vehicle within twenty-four hours of the incident, providing the relevant documentation (accident report,

complaint to the authorities, etc.). This option includes damage to the vehicle itself, minus the amount of the deposit given as a guarantee at the time of booking (includes: Collision against other Vehicles) and does not include any act caused by negligence, theft, vandalism or damage to the underside of the vehicle, windows, headlights, rims, tires. Personal accident insurance (SPAI) is not included. SolBrava Rent-a-Car is not responsible for damage caused in private parking lots such as hotel parking lots, shopping center parking lots, etc., even if the customer has taken out other insurance.

7.3 Total Protection This option includes own damage (includes: Collision against other Vehicles) and does not include any act caused by the clear fault of the customer, gross negligence, inattention, theft, vandalism and damage to underneath, rims and tires. Sol Brava Rent-a-Car is not responsible for damage to private parking lots or damage caused by the customer's carelessness, such as crashing into walls, sidewalks or not applying the brake.

Group	INSURANCE	BASIC INSURANCE (daily rate)	MEDIUM INSURANCE (daily value)	FEE MEDIUM INSURANCE	TOTAL INSURANCE (daily value, without security)
A	1000€	100€ fuel tax	9€	500€	16€
A/B	1100€	100€ fuel tax	10€	550€	16€
B	1200€	100€ fuel tax	11€	600€	17€
C	1400€	100€ fuel tax	12€	700€	18€
D	1700€	100€ fuel tax	13€	850€	20€
E	1700€	100€ fuel tax	13€	850€	21€
E (a)	1700€	100€ fuel tax	14€	850€	21€
F	2000€	100€ fuel tax	15€	1000€	26€

8) EXTRAS: The extras available from SolBrava Rent-Car are a baby seat at €4.95 per day, booter at 2.95€, an extra driver at €25 and 30€ for delivering the car outside the station, making up all the fixed and variable costs of the selected rate. We inform that we do not install baby/child seats; installation is the responsibility of the custumer.

9) The rental ends on the day and time set by the renter. If the renter wishes to extend the rental period, they must contact SolBrava Rent-a-Car through the appropriate channels. If there is no such consent, the vehicle is deemed to be circulating without authorization and against the will of its owner, and the fact is punishable by law and the responsibility of the driver, with a default fee of €500 being applied, plus the daily rental fee and insurance.

10) If the Hirer breaches the Rental Agreement, SolBrava Rent-a-Car may immediately and without prior notice terminate the agreement and recover the vehicle at any premises or location, . The Hirer is responsible for and must indemnify the company for any actions, claims, costs and damages arising from or recurring from this recovery and withdrawal. The Hirer is responsible for paying any costs related to damage to the rental vehicle in the event of a breach of contract.

11) The vehicle may not be transported outside the island of rental; in the event of non-compliance with this rule, the customer will be subject to a fine of €1000.00 and will also be responsible for all costs arising from

any assistance required, including, but not limited to, sea transportation of personnel and equipment, accommodation, meals and repairs to the vehicle.

12) The estimated cost of the rental must be paid at the beginning of the rental, based on the cost of the daily rate. The deposit must be left at the same level as when the vehicle was delivered.

13) The Hirer also agrees to protect the interests of the Lessor and the rental insurance company in the event of an accident during the rental period and in the following manner:

a. Obtaining the names and addresses of the persons involved and witnesses;

b. Not pleading responsible or guilty;

c. Not abandoning said vehicle without taking the appropriate measures to protect and safeguard it;

d. Notifying the competent authorities immediately;

14) In the event of an accident, incident, loss, damage or theft, the occurrence must be immediately reported to the competent police authorities (PSP or GNR), as well as to the rental company SolBrava Rent-a-car; The renter undertakes to fill in the friendly accident declaration with as much data as possible, if applicable. The renter undertakes to cooperate with Sol Brava Rent-a-car and its insurers in any subsequent investigation or legal proceedings. In the event of theft, send a copy of the report to the authorities and return the vehicle keys and documents.

15) SolBrava Rent-a-Car is not responsible for accidents that are not reported to the police or the rental company within 2 hours of the accident or incident, and the customer will be responsible for paying the damages if the premises are not met, regardless of the insurance taken out. No insurance covers damage to tires, windows and locks, rear-view mirrors, hoods, incidents caused by obvious distraction/negligence (crashing into walls or sidewalks), as well as accidents caused by speeding, and/or damage caused under the influence of alcohol or drugs.

16) The renter consents to the storage and processing by SolBrava Rent-a-Car of their personal data contained in this rental agreement, and also to the communication of said data to partners for the purposes of managing and processing reservations, payments and issuing invoices. In the event of a breach of this contract by the renter, their personal data may be disclosed or communicated to third parties to the extent necessary to recover the damages inherent in the breach.

17) SolBrava Rent-a-Car is not liable to the Hirer or any passenger for loss or damage to personal property carried or left in the vehicle, either during or after the rental period.

18) The Renter must return the vehicle with the same fuel level, if it is lower a fee of 25€ will be charged for each 1/4 tank of fuel missing (example if empty tank you will have to pay a total of 100€). On the date of delivery of the vehicle, the fuel level will be full.

19) Premature delivery of the vehicle will not result in a refund of the amount paid for the rental, for cancelled reservations will be made in accordance with the following rules: up to 10 days before the reservation, 100% of the amount is refunded (minus taxes); up to 5 days before the reservation, 50% of the amount is refunded

(minus taxes); up to 3 days or less we will not refund the amount paid. During the months July and August, cancellations made up 10 days before the reservation are non-refundable. A voucher will be issued instead, which can be used on another occasion and is valid for 1 year.

20) Payments: we accept payments by credit card, entity, reference and amount, as well as bank transfer, cash (within legal limits), paypal or mb way.

21) Towing is borne by SolBrava Rent-a-Car, except in situations such as: loss of the car key, lack of battery due to forgetting lights or radio on during parking or other situations that are in any way negligent, change of fuel, getting bogged down off tarmac roads, or other similar situations.

22) SolBrava Rent-a-car provides free 24-hour assistance. If necessary, please contact us at 913059441 or 910129439. Address: Cruz Teixeira 79, 9580-473 Vila do Porto in Santa Maria Island or Estrada Regional Pedreiras 51B, 9760-315 Praia da Vitória in Terceira Island;

23) Any edits or changes to the terms and conditions of this document will be null and void unless they have been agreed in writing.

24) This contract governs the contractual conditions relating to the booking made, only in cases where Sol Brava Rent-a-Car has provided the hirer, on paper or on another durable medium, in good time and prior to making the booking, with the information required for the booking.