

## ROOM + CAR INCLUDED PROMOTION TERMS AND CONDITIONS

### PREAMBLE

For each night's stay booked at the hotel under the SUITE + CAR rate, our guests will be able to enjoy a day's car rental. Once the booking has been made and confirmed, customers will receive a form to complete. Car rental cannot be guaranteed for any bookings which do not include the completed form. The car rental agreement will be signed with representatives of Class Rent a Car when the car is collected.

The car rental promotion is available for a limited range of cars and while stocks last, according to the models included in the rental agreement. These conditions may be changed without prior warning. Other terms: <https://www.classrentacar.es/en/terms-general-conditions-and-legal-clauses/>

### 1. REQUIREMENTS

#### 1.1. MINIMUM AGE AND DRIVING EXPERIENCE:

- 23 years of age and 3 years' driving experience for groups D to K.
- 23 years of age and 5 years' driving experience for groups L to U.
- 30 years of age and 7 years' driving experience for group V.

#### 1.2. OBLIGATORY:

Valid passport/Spanish ID and valid driving license to drive in Spain when picking up the vehicle.

### 2. METHODS OF PAYMENT

#### 2.1. AT THE OFFICE, HOTEL, OR BOOKING CENTRE

For the payment of extensions or optional extras that the client may need. Offices accept payment in:

- Cash (in euros)
- VISA
- MASTERCARD
- AMERICAN EXPRESS

WARNING: Payments made with an American Express card are subject to a surcharge of 5% of the total amount.

#### 2.2. GUARANTEE

A credit card number and its expiration date will be required (never the 3-digit security code) to guarantee payment of the costs deriving from the agreement. This also includes all the costs incurred after the end of the rental agreement.

### 3. TERMS AND CONDITIONS FOR VEHICLE COLLECTION AND RETURN:

#### 3.1. VEHICLE COLLECTION AT THE HOTEL.

- This service is only valid between 9 a.m. and 7 p.m.
- The vehicle will be handed over at the reception of the hotel where the client is staying during the times previously confirmed with the Class Rent a Car bookings department.
- Company staff will prepare the rental agreement with the necessary documentation that the client shall provide, in addition to the booking voucher.
- Once the rental agreement is signed, the Class Rent a Car agent will accompany the client to the vehicle where they will inform them of its operation, as well as of the return procedure.

### **3.2. VEHICLE RETURN AT THE HOTEL.**

· This service is valid 24 hours a day.

· The client shall return the vehicle at the time previously agreed with the Class Rent a Car staff. The client may leave the keys at reception and the car parked in a permitted spot in the hotel parking lot once the rental period is over, so that Class Rent a Car staff can collect it.

In the event of a delay or changes to the arrival time in Ibiza, please contact our Customer Service by calling the telephone number provided in your booking confirmation.

## **4. BOOKING CANCELLATIONS:**

**MORE THAN 48 HOURS IN ADVANCE-** If you cancel a booking more than 48 hours in advance of the time and date of the booking, you will be issued a voucher for the total amount of the booking or a refund for the amount paid.

**LESS THAN 48 HOURS IN ADVANCE-** If you cancel a booking less than 48 hours in advance of the time and date of the booking, you will lose any money paid, regardless of the reason for the cancellation.

### **4.1. CHANGES TO BOOKINGS:**

Changes and amendments to the booking details will incur an administration charge of €12. If any of the changes made lead to an increase in the rental price, the client must pay the difference in price plus the administration charge.

### **4.2. CLIENT ERRORS ON MAKING THE BOOKING**

The company will not be responsible for refunding any amounts if the renter enters any incorrect details in the booking, including pick-up and/or return location, pick-up/return dates, reserved vehicle group, extras, etc.

The company reserves the right to modify bookings when details have been entered incorrectly. These may be modified provided the vehicle and/or extras are available.

## **5. VEHICLE:**

The renter receives the vehicle specified in the Rental Agreement in perfect working order, with all the necessary documents, tyres, tools and accessories, as well as in good general exterior condition and cleanliness. The renter is responsible for any damage caused to the vehicle (not specified in the check sheet that is provided together with the Rental Agreement), as well as for theft or loss.

Likewise, the renter undertakes to:

- A) Maintain the good general condition of the vehicle with the utmost diligence, under no circumstances carrying out any fraudulent manipulation of any element of it.
  - B) Respect current Traffic Regulations at all times, as well as any legal provisions regarding traffic, transport and road safety.
  - C) Not allow the vehicle to be driven by persons not authorised in this agreement.
  - D) Not transport people or merchandise when this implies explicitly or implicitly subleasing of the vehicle or the breach of the legal provisions regarding weight, height, quantity, volume and nature of the load.
  - E) Not drive the vehicle outside the island of Ibiza (not even on Formentera), without the express prior written authorisation of the company.
  - F) Not drive when in an impaired physical and/or mental state due to use of alcohol, drugs or narcotic substances, as well as to fatigue or debilitating illness.
  - G) Not use the vehicle to push or tow other vehicles, or participate in races, contests or competitions of any kind.
  - H) Not drive on unpaved roads or roads not suitable for traffic that may cause damage to the underside of the bodywork.
  - I) Be in possession of the corresponding driving license, in force and with the minimum age and years' driving experience according to the following classification: 23 years of age and 3 years' driving experience.
- Class Rent a Car S.L. reserves the right of admission in any case.
- J) Lock the vehicle, park in appropriate, adequate and safe locations, and ensure the hand brake is engaged when the vehicle is not being used.
  - K) Use the mandatory restraints and car seats when travelling with passengers under 135 cm tall. The company will not proceed in any case with the installation and/or placement of the aforementioned restraint or car seat.
  - L) Refrain from negligent behaviour, such as exercising a lack of care, concentration and diligence, especially in terms of keeping, protecting and safeguarding the good condition of the vehicle.

Breach of any of the aforementioned obligations set out in this clause may limit or cancel the cover taken out, and the company may demand that the renter covers all the damage caused to the vehicle (please see the General Insurance Conditions).

Furthermore, the maximum Excess limit the renter would be liable to pay corresponding to the cost of damage to the vehicle will also be annulled.

## **6. INSURANCE AND COVER:**

### **6.2 REPAIRS:**

The renter shall inform the company of any malfunction affecting the vehicle. The company shall not cover the amount of any repairs carried out by persons who do not have the required express written authorisation and cannot be held responsible for any agreement reached between the renter and persons external to the company. In the event of a break-down, due to technical faults, a minimum amount of time is required to resolve the problem, estimated to be 4 hours after the problem is reported. The renter must go to one of the company's offices to check fluid levels every 1000 km and top them up if necessary.

### **6.2 ACCIDENTS:**

The renter must inform the company urgently of any incident or accident, and keep the company updated regarding said incident/accident, and fully cooperate with the rental firm and the insurance company in the investigation and defence of any claim and proceedings. In the event of an accident or claim, the renter undertakes to:

- Not recognise or pre-judge responsibility of the accident.
- Get full details of the other party involved and of all the circumstances surrounding the accident, duly completing the accident report form. If the accident report form is not completed, an additional charge of €90 will be applied.
- Notify the Authorities immediately if the other party is to blame.
- Go to the nearest office with the damaged car within a maximum period of 4 hours for the preparation of the corresponding report.
- Not abandon the vehicle until the authorities (Police or Civil Guard) or a representative of the company have arrived.
- In the event of major damage, photos of the accident should be provided as well as anything else required to clarify the incident. Major damage is understood as damage that is more than 3 cm long and/or wide; except for perforations in the bodywork or exterior elements which will always be considered major damage.
- In the event of non-compliance with the above points of this section, the renter will be liable for all damage suffered by the vehicle regardless of the insurance cover taken out. As specified in point 3 of the General Insurance Conditions.

### **6.3 RETURN OF THE VEHICLE:**

The vehicle must be returned to the place and on the date and time stipulated in the contract in the same condition as when it was collected from the company, with all of its documents, tyres, tools, keys and accessories. Any change to the agreed return conditions may result in additional charges for the renter. There is a 30-minute grace period for delayed returns in relation to the agreed time; otherwise, the renter will be charged the current rate for extra days plus an additional 25% as a penalty. The final amount of the rental will be calculated once the vehicle has been returned and the penalty outlined in the above paragraph has been applied.

If the vehicle is returned before the end of the rental period, the renter will not be entitled to a refund of any amount of the fee and/or insurance of the agreement.

### **6.4 MINIMUM RENTAL PERIOD:**

From any time of the day until 8 p.m. on the last day.

### **6.5 CHANGE OF DRIVER**

If you wish to change the driver during the term of the agreement, you should go to the nearest office to make the necessary arrangements.

This procedure will entail terminating the previous agreement and issuing a new one. Under no circumstances will changes to the driver in the rental agreement be made via telephone and/or email. It is absolutely essential to carry out the aforementioned procedure at any of our offices.

### **6.6 FINES AND TRAFFIC OFFENCES:**

In the event of a fine, the amount of €45 will be charged to the renter by way of administrative management expenses.

This amount does not include the payment of the fine. The payment of fines and administrative management expenses is not included in any of the insurance cover that can be taken out. In the event that the authorities withhold the vehicle due to an act or omission on the part of the renter, whatever the cause, the latter shall be liable and will indemnify Class Rent a Car for all expenses (tow truck, holding, fines) and loss of profits (according to the prices in place at any given time) incurred for such reason.

#### **6.7 EXTRA CHARGES:**

The renter expressly authorises the company to charge the required amount to their credit card provided for costs deriving from the agreement and send the receipt to the renter, in the event that it is necessary to pay any amount established and/or deriving from the general conditions of the agreement.

As well as for:

- Any amounts outstanding from the amount originally agreed.
- Damage to the vehicle, even if the agreement has been settled, if damage is discovered while preparing the vehicle for the next rental.
- Additional cleaning if the vehicle is returned in an extremely dirty condition.
- Late return of the vehicle or extensions to the rental agreement without complying with the procedure established in clause 6.8.
- Administrative fines.
- Administrative management costs.
- Liability for accidents.
- Any other amount deriving from negligent conduct by the renter.

#### **6.8 ADDITIONAL SERVICES AND EXTRAS:**

The renter may additionally contract the following services and/or extras:

- Baby car seat (Maxi-Cosi)
- Child car seat
- Booster seat
- Pick-up outside of our offices
- Return outside of our offices
- Out-of-hours collection (Airport and Ibiza Port)
- Out-of-hours return (Airport and Ibiza Port)
- Additional driver
- PLUS insurance
- PREMIUM insurance

#### **6.9 ROADSIDE ASSISTANCE:**

Clients who have taken out "Premium" insurance have access to roadside assistance included in the price. This service will be charged to the renter in the following cases:

- Error, negligence or misuse of the vehicle by the renter.
- Loss of keys, breakage, water damage, or locking them inside the vehicle.
- Retrieval of vehicles from places or roads not suitable for driving or unpaved roads.
- Flat battery (attributable to negligence on the part of the renter).

Customers who have taken out "Premium" insurance will pay for all the expenses incurred (except for faults attributable to the company).

#### **6.10 JOINT AND SEVERAL LIABILITY:**

All renters and/or additional drivers will be jointly and severally liable for all the obligations assumed by the renter in the agreement and for any legislation applicable to it.

#### **6.11 CUSTOMER CARE AND COMPLAINTS:**

If you wish to make any suggestions about our services, you can do so by sending an email to [customer@classrenta-car.es](mailto:customer@classrenta-car.es). If you wish to file a complaint, our offices will gladly provide you with an official complaints form.

#### **6.12 RETURN OF THE DEPOSIT:**

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The deposit will be returned after the vehicle has been inspected, which, in case of damage due to misuse, will determine the amount that the renter must pay in a detailed note and the renter authorises this amount to be deducted from the deposit provided. If it is not possible to assess the damage immediately, the company shall have 30 days to return, if applicable, the remaining deposit, after the cost of the repair has been deducted.

#### **6.13 "NO SHOW" BOOKINGS:**

In the event of a no show by the renter at the agreed place and time for the start of the service, the agreement and the renter booking will be considered to have been unilaterally terminated, with a penalty of 100% of the value of the rental booking. In the event of a no show, the company may make the reserved vehicle available to other renters and the renter will not be entitled to any compensation.

#### **6.14 JURISDICTION:**

Rental contracts are governed by applicable Spanish law. The parties expressly submit to the Transport Claim Arbitration Boards, and the Courts and Tribunals of Ibiza, for any incidents and issues arising from this agreement, except those dealing with matters of Consumption, which will be governed by the jurisdiction established in its own regulations.

#### **6.17 ELECTRIC VEHICLES:**

It is the responsibility of the renter to ensure the battery of the rented vehicle is properly and sufficiently charged at all times.

If assistance is required because the battery has run flat, the renter shall cover all costs incurred (tow truck, dispatch of operators, etc.), and the vehicle will only be replaced if another is available. This replacement (if possible) shall take place at our offices and will incur an additional charge of €100 if the vehicle is collected from elsewhere.

In the event that there are no vehicles available to provide a replacement, the renter shall have to wait for as long as it takes to fully charge the battery. The renter takes full liability for any cost or risk involved in travelling to our offices.

When the vehicle is returned, the battery must be at least 20% charged. Otherwise, an additional charge of €50 will apply.

Several public charging points are available (some free, others charge a fee) all around the island. You can see the network of charging points on the website, <https://www.classrentacar.es/en/>.

### **GENERAL INSURANCE CONDITIONS**

#### **1. TYPES OF INSURANCE:**

The company offers three types of insurance: "Basic", "Plus" and "Premium" (see Table: Insurance and Cover Guide). "Basic" insurance is included in the rental price.

##### **·"BASIC"**

It includes insurance to cover occupants, in the conditions stipulated by the insurance provider that works with the company, and an excess for damage to and theft of the rented vehicle.

A deposit is required for the excess amount taken out.

The renter can increase this insurance cover by taking out any of the following options:

##### **·"PLUS"**

This option exempts the renter from paying for damage to the bodywork, headlights, bumper, roof (except sunroof). This insurance limits the deposit to €200.

The excess amount will be €0 for damage exempted in this insurance. The renter will have to pay for the cost of damage caused to tyres, rims, hubcaps, windows and locks. The minimum age to take out this insurance policy is 23.

##### **·"PREMIUM"**

This option exempts the renter from paying for the damage set out in the optional "Plus" insurance and damage to tyres, rims, hubcaps, windows and locks. Roadside assistance is also included in this option.

The deposit amount will be €0 in the event that the amount has been pre-authorised on your credit card. If you do not have a credit card to pre-authorise, the deposit amount will be €200.

The excess amount will be €0 for damage exempted in this insurance.

The minimum age to take out this insurance policy is 23.

## **2. DAMAGE NOT COVERED BY ANY INSURANCE POLICY**

- A) The loss, breakage, water damage, or theft of keys or remote controls
- B) Damage to the underside of the vehicle
- C) Damage to the interior of the vehicle
- D) Damage caused by the misuse of the clutch
- E) Charging the battery, due to the client's negligence
- F) Administrative management (Gestoría) expenses resulting from damage to or theft of the vehicle.
- G) Management expenses for the payment of fines resulting from the initiation of fixed penalty proceedings during the rental of the vehicle.
- H) Elements missing from the vehicle (for example: antenna, hubcaps, wiper blades, trays, car mats)
- I) Expenses resulting from provision of copies of keys, due to: Loss of keys, breakage or locking them inside the vehicle.
- J) Any damage caused to the hoods of convertible vehicles.
- K) Any expenses derived from the replacement of punctured tyres in the event the car has a spare tyre. The cost of changing a wheel is €50.

## **3. INVALIDATION OF THE INSURANCE POLICY:**

Under any and all circumstances, the insurance policy will be invalidated should the renter fail to fulfil any of the terms set out above in the general rental conditions. Furthermore, they will be responsible for any damage caused to the vehicle due to accidents, theft, breakdown, loss or loss of its parts, in addition to the days the vehicle is not running.

Additionally, the maximum Excess limit the renter is liable to pay corresponding to the cost of damage caused to the vehicle shall be annulled.

In the event of an accident or theft of the vehicle, the company shall not replace the rented vehicle.

In the event of theft of the vehicle, the insurance cover taken out shall not apply if the renter does not present the corresponding police report within 24 hours along with the keys to the vehicle.

In the event of an accident, the insurance cover taken out shall not apply if the renter does not present the corresponding accident report.