

Hertz



Standard Terms and Conditions of Rental

Hertz. Let's Go!

STANDARD TERMS & CONDITIONS OF RENTAL

HR-Aluguer de Automóveis S.A., with Fiscal N° 500225613, head office at Avenida Severiano Falcão, 7-7A Prior Velho, (hereinafter Rental Company) hereby rents the vehicle (including, should it be the case, any replacement vehicle) identified in the rental agreement, subject to the specific conditions set out on the rental agreement and on the following terms and conditions.

This document contains all the terms of the rental agreement entered between the Rental Company and the Renter, who must read it carefully before signing it. The main provisions, particularly (but not exclusively) Clauses 2, 4, 5 and 6 have been properly communicated to the Renter and it was explained to the Rente if he fails to understand any of the provisions contained herein, should request due clarification to the representative of the Rental who is dealing with his rental. With the signature of this document the Renter acknowledges that he did not request any clarification that has not been provided.

1. DELIVERY AND RETURN

The Renter acknowledges that the vehicle is in a good overall condition and without apparent defects. The Renter undertakes to return the vehicle in the same condition in which it was received, together with all the documents, spare parts, and accessories at the location and on the date specified in the rental agreement. It is the Renter's responsibility to inspect the vehicle and inform the Rental Company, before leaving the premises, of any discrepancies on the damage record, fuel level or documents or equipment missing from the vehicle. Should the vehicle be used in breach of the provisions of the rental agreement, the Rental Company may, at any time without a pre-notice, terminate the agreement and repossess the vehicle at any time without prior notice, at Renter's expense.

2. RENTER'S RESPONSIBILITY

- a)** Notwithstanding the provisions contained in 2 c), (i) and (ii), in the event of any loss or damage, theft or robbery of the vehicle or parts of it while on rental, Renter shall pay the Rental Company the amount of all costs and losses including, without limitation, repair costs, depreciation, loss of renting revenues, towing and vehicle collection expenses, the amount established in the current tariff as the maximum non-waivable excess (price list read through QR Code or ipad available at the rental location) or if higher, the amount of the costs, losses or damages effectively incurred.
- b)** The Renter limits his responsibility under the terms set out below. In any event it is established that the said limitation of responsibility is expressly excluded (i) in case of breach by the Renter or by any unauthorized driver, with intend or gross negligence, of the terms of this agreement; (ii) should the damages result, in any case, of the behavior of an unauthorized driver; (iii) in case of dangerous driving of the vehicle or driving the vehicle in violation of any applicable regulations and, especially, in case of noncompliance with the Road Code, particularly when the damages are result of negligence from the Renter, speeding or driving under the influence of alcohol or narcotics.
- c)** Notwithstanding the preceding, it may be agreed:
 - i.** To limit the responsibility for any loss or damage caused to the vehicle (excluding theft and robbery). Should the Renter agree to subscribe the Collision Damage Waiver (hereinafter CDW) by initialing the space provided for this purpose on the rental agreement and paying the daily fee specified for this purpose, his responsibility is limited to the value of the minimum non-waivable excess (price list read through QR Code or ipad available at the rental location) which will be paid as compensation.
 - ii.** To limit the responsibility for loss or damages to the vehicle resulting from theft or robbery. Should the Renter agree to subscribe the Theft Protection Waiver (hereinafter TP) by initialing the space provided for this purpose on the rental agreement and paying the daily fee specified for this purpose, his responsibility is limited to the value of the minimum non-waivable excess (price list

read through QR Code or ipad available at the rental location) which will be paid as compensation.

- d) The Renter, that has accepted the CDW and TP protections, has the possibility to reduce the Minimum Excess Charge to zero upon payment of an additional daily charge (price list read through QR Code or ipad available at the rental location) by accepting Super Cover (hereinafter SC). In case of accident, it will only be applied an accident management fee (price list read through QR Code or ipad available at the rental location);
- e) If the rented vehicle is a van, the Renter shall be held entirely responsible for any damages caused to the upper half of the vehicle caused by the bumping in a tunnel, bridge, tree, garage, or suspended objects, regardless of whether CDW or SC protections have been subscribed.

3. RENTAL COMPANY'S RESPONSIBILITY

Rental Company shall not be held responsible for any loss or damage suffered by the Renter except in the event of gross negligence, intend, or in case of death or bodily injury in case the responsibility cannot be legally excluded.

4. COSTS

Any costs referred to in this agreement are calculated in accordance with Rental Company current price list, available to read via QR Code or on the ipads at Hertz locations, and based on the use of the vehicle by the Renter as specified. Renter undertakes to pay upon demand of the Rental Company or, should it be the case, to refund Rental Company for the following amounts:

- a) Vehicle rental, as well as other additional costs namely CDW, TP or SC options; extra drivers; delivery and collection; "rent it here/leave it there"; airport charge; cleaning; child seats, chairs & boosters; out of hours service and taxes. The price of the services and extras mentioned previously are available on the price list read through QR Code or ipad available at the rental location. The minimum rental period is one day, which consists of a 24-hour continuous period as from the start of the rental. Should the Renter return the vehicle to Rental Company more than 29 minutes after the estimate return hour, Rental Company will charge the Renter for an extra day's rental at the applicable daily rate;
- b) Any costs to be borne by the Renter under the terms of Clause 2 or any charge concerning road tax fee;
- c) Cost related to the refuelling service (including the missing fuel), if the vehicle is returned without a filled fuel tank, unless the Renter has subscribed the Fuel Purchase Option;
- d) Costs of refueling the vehicle with the wrong fuel;
- e) Cost related to the charging service (including missing electricity), if the vehicle is returned without a charged battery;
- f) Costs incurred for the issuing of the vehicle's documentation in case of misplacement or loss;
- g) The towing service to the nearest Rental Company location, regardless of whether the Renter has subscribed the CDW or SC options or not, except for situations of immobilization under the responsibility of Rental Company;
- h) Applicable taxes at prevailing rates;
- i) Should the Renter be in default, he is responsible for the payment, without the need of a formal notification of penalty interest at the legal rate in force in addition to the remainder charges contractually agreed upon;
- j) Damage caused to glasses and/or tyres other than those deriving from normal use or accidental punctures, **regardless of whether the Renter has subscribed the CDW or SC options or not;**
- k) All expenditure including those of immobilization of the vehicle in the event of seizure by the police authorities for carrying illegal goods.

All complaints or objections regarding the aforementioned costs must be communicated to the Rental Company, within a maximum period of 30 days after receipt of the invoices. After said period the complaint or objections will not be considered accepted.

The Renter authorizes that the rental costs and any others, that are directly or indirectly related to the vehicle's rental, even after the return of the vehicle and in accordance with Terms and Conditions of Rental agreement, be debited to the credit card account or to other account designated for that purpose.

5. VIOLATION OF TRAFFIC RULES

During the rental period, the Renter is entirely responsible for all fines and/or penalties resulting from the violation of any traffic, parking, and toll regulations, as well as for any inconvenience or responsibility resulting therefrom.

Should the Renter incur in any penalties and/or fines during the rental period, notwithstanding the amount to be paid for said penalties and/or fines, the Rental Company will also charge an administrative fee (price list read through QR Code or ipad available at the rental location). The Rental Company shall provide the Renter, upon demand, a copy of any notification received regarding to traffic, parking, and/or toll violations.

6. CONDITIONS OF USE

The Renter shall take good care of the vehicle, ensuring that it is securely locked, kept in a safe place when not in use, use the correct fuel, connect, and deploy any security device installed in the vehicle.

The Renter shall not use nor allow the use of the vehicle under the following circumstances:

- a)** To carry passengers or cargo for remuneration, except in the case of vans;
- b)** To transport inflammable, corrosive or explosive goods;
- c)** To propel or tow any vehicle, trailer or other object;
- d)** To participate in any race, rally, trial or other type of competition, including any kind of track days;
- e)** When the driver is under the influence of alcohol, drugs or any other substance which reduces his perception or reaction ability;
- f)** In breach of traffic regulations or generally, for illicit purposes;
- g)** the Renter fails to meet the basic requirements established in our price list for age and valid driving license;
- h)** By another person who is not an authorized driver or an authorized driver who fails to meet Rental Company basic requirements for age and valid driving license. In such cases the Renter is also responsible for the use of the vehicle and will be required to indemnify Rental Company under the terms hereof;
- i)** To drive or be driven in countries who are not members of the EU, with the exception of Switzerland and Norway;
- j)** On transport by ferry;
- k)** To drive or be driven outside the Island where the vehicle was rented;
- l)** For sub-renting;
- m)** To drive or be driven in restricted areas, particularly on airport runways, airport service roads, adjoining areas or, in any case, off-road or off authorized roads;
- n)** Regardless of the insurance coverage chosen, the Renter is entirely responsible for any damages and losses made to the vehicle, when driven outside authorized territories as per subtitle i) and k) above.

Should the Renter breach any of the above sub-titles, regardless of additional coverage purchased (CDW, TP or SC), the Rental Company reserves the right to charge to the Renter the total amount of damages caused to the vehicle.

7. INSURANCE

Rental Company provides insurance coverage to the persons using the vehicle with its permission (and only in this case) in accordance with an automobile civil liability insurance policy which can be read at the website www.hertz.pt/insurance.

Said policy meets all applicable legal requirements and provides cover for the owner, Renter and/or any authorized driver against any legal claims brought by third parties for personal injuries or material damage deriving from the use of the vehicle. The terms of the insurance policy including territorial restrictions are an integral part of the rental agreement.

8. ACCIDENTS OR BREAKDOWNS

In case of accident, loss, damage or theft, **the Renter undertakes to cumulatively to:**

- a) Call the police to the site of the accident.**
- b) Report the event to the Rental Firm within a maximum period of 24 hours.**
- c) Fill out the Agreed Statement of Facts on Motorway Vehicle Accident form that is inside the vehicle, as well as to complete and sign the accident or theft report form at the nearest Rental Company Location.**
- d) To cooperate with Rental Company and its insurers in any subsequent investigation or legal proceedings. Similarly, in the event of a breakdown, the Rental Company must be immediately informed, applying the above rules, with the necessary adjustments.**

Should the Renter fails to comply with the procedures mentioned above, regardless of additional coverage purchased (CDW, TP or SC), the Rental Company reserves the right to charge to the Renter the total amount of damages caused to the vehicle.

9. AFTER-HOURS RETURNS

- a) The vehicle must be returned during location opening hours. However, to meet the specific needs of its customers, the Rental Company offers an additional "out of hours" service in certain locations.**
- b) If the Renter subscribes the "out of hours" service, he agrees to have the report stating the vehicle's condition drawn up by a representative of the Rental company without his presence and after the keys have been handed over.**
- c) The rental agreement does not end when the Renter hands over the keys: the vehicle remains parked where the Renter left it until the opening time of the rental location, which will inspect the vehicle and terminate the rental agreement. Therefore, the vehicle must be parked in the designated area, so that the vehicle does not cause danger to others or disturb traffic, under the terms of the Road Code. The documents must be kept in the glove compartment of the vehicle.**
- d) After the inspection has been carried out and in the absence of any damage, the Rental Company will send the Vehicle Physical Inspection Return document.**

10. PERSONAL ACCIDENT INSURANCE

Renter may subscribe a Personal Accident Insurance (hereinafter PAI), by initialing the space provide for this purpose on the rental agreement and by paying the applicable insurance premium. PAI terms and conditions are included in the main policy, which can be read at www.hertz.pt/insurance.

11. YOUNG DRIVERS

Minimum drivers age is 25 years; however the Rental Company may charge a young drivers surcharge for drivers between the ages of 21 to 24 years old, as per conditions mentioned on the price list read through QR Code or ipad available at the rental location.

12. PERSONAL BELONGINGS

Rental Company is not responsible for the loss or material damage caused to personal belongings left in the vehicle, either during the rental period or thereafter.

13. OPTION FOR PAYMENT WITH CURRENCY CONVERSION CHARGE

For the convenience of the Renter who pays with a foreigner credit card accepted by the Rental Company, the Rental Company offers the option of payment to be made in the currency where the credit card has been issued, being applicable the daily rate of exchange, plus a fee of 3% of the invoice's amount. This fee will replace the currency conversion administration fee that would be charged by the credit card issuer if the payment were made in the local currency of the country of the rental (Euros). The option chosen by the Renter on the Rental Agreement is considered final and bidding, being applicable at time of payment without any additional consultation.

14. VIA VERDE MANAGEMENT SERVICE

- a) The Rental Company provides the Renter with a Via Verde identifier owned by the Rental Company, installed in the vehicle's windshield, which allows to determine the value of the toll fees in order to collect them under the electronic toll services provided in the road infrastructures duly equipped for this purpose, being the Renter solely responsible for the full payment of the value of the toll passages, during the period of validity of the rental agreement.
- b) According to the provisions displayed by the Law Decree nr 84-C/2022 of December 9th, **the subscription to the Via Verde service is automatic.**
- c) For the use of the Via Verde service, the Renter will be charged an amount in accordance with what is defined in the legislation that regulates this regime.
- d) For payment purposes, the Renter must provide a valid credit card, ensuring a sufficient balance in the corresponding bank account to meet the payments due, the debits that may occur subsequently to the use of the road infrastructure mentioned above, accepting that the debits will be carried out after the closing of the rental agreement and according to the dates that are made available by Via Verde Portugal, as long as the use of the road infrastructure has occurred during the period of the rental agreement.
- e) The Renter is also responsible for the correct operation and for the preservation, in perfect conditions, of the Via Verde identifier, not being allowed to remove the referred equipment from the place where it is installed and must report any anomaly to the Rental Company.
- f) Should the Rental Company verify any non-compliance with any of the conditions referred to in the previous numbers, namely the abusive use of the identifier, the Renter is liable for all resulting damages and respective penalties, such as fines, and must reimburse the Rental Company for them, as well as to pay the penalties that might be applied (administrative fee).
- g) Renter's liability for each Via Verde identifier only ends when it is returned to the Rental Company. If the Via Verde identifier is not returned at the end of the Rental Agreement, Renter is required to pay the cost to the Rental Company, as well as all the costs and fines that may arise from its absence.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

This agreement is subject to Portuguese law. In case of dispute, the consumer may resort to an Entity of Consumer's Alternative Dispute Resolution, or to a court, the parties establishing that the Courts of Lisbon shall have jurisdiction, with express waiver to any other.

16. PERSONAL DATA

- a) Upon signing the contract, the Renter must provide their personal data and the ones of the other driver(s) of the vehicle, for the purposes of identification, expressly authorizing the Rental Company to process the data electronically and for the period established by law.
- b) According to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR), the Rental Company informs that:
 - i. The entity responsible for processing the personal data provided in the contract is **HR - Aluguer de Automóveis SA**, head office at Avenida Severiano Falcão 7-7A, 2689-522 Prior Velho, Portugal;
 - ii. The main purpose of personal data processing is the performance and execution of this contract, pursuant to Article 6 (1) (b) from the GDPR;
 - iii. Personal data may be transmitted to a third party in order to comply with any legal obligations to which the Rental Company is subject, pursuant to Article 6 (1) (c) from the GDPR, namely judicial authorities, criminal police, tax and customs authority and regulatory entities;
 - iv. Personal data may be processed for other purposes, to which the Renter has given the Rental Company express consent;
 - v. The Rental Company shall retain processed personal data for the time necessary to the provision of services, invoicing and to comply with legal obligations.
- c) The data subject has the right to, at any moment, access their personal data, as well as, within the limits of the contract and GDPR terms, to rectify them, to object to their processing, to decide in regard of automated processing, to withdraw consent, request erasure of personal data and exercise other rights provided for in applicable law (except when the data is necessary for the performance of the contract and therefore, mandatory to provide, as well as for the compliance of legal obligations the Rental Company is subject to) and should for that effect send an email to our Data Protection Officer – dpo@hertz.pt.
- d) If the Renter withdraw his/her consent, it does not affect the lawfulness of gathering or processing carried out until that moment.
- e) The data subject has the right to be notified, in accordance with the GDPR, in the event of a personal data breach which may result in a risk to their rights and freedom and may submit a claim to the competent authority (ies).
- f) Personal data may be transmitted to third parties providing services to the Rental Company, whenever these services require the transfer of information contained in the rental agreement.

- I hereby authorize the use and process of my personal data by the Rental Company for maintenance, improved administrative and service management of the Rental Company.
- I hereby authorize the transfer of my personal data to third parties for marketing communication and promotional campaigns purposes.
- I acknowledge the vehicle is equipped with a geolocation device (GPS) and authorize the use of this feature in case of breach of contract, crossing of borders or to locate the vehicle in case of accident or breakdown.

For further information regarding our Privacy Policy please consult our website at www.hertz.pt.

***Have a nice
journey!***