

RentacarSimius

GENERAL CONDITIONS OF HIRE

ITALCOM S.p.a. - Divisione Rent a Car Simius hires out to the Customer the vehicle referred to on the front page of this letter under the conditions there in contained and those now following.

- 1) **Equipment**- The vehicle is handed over with scaled milometer and equipped with usual tools; with a car, also a spare wheel and triangle; with a scooter, as many crash helmets as are shown on the front page. The Customer is responsible for the return of the above mentioned in good repair.
- 2) **Delivery and return of the vehicle** - Hire starts the day and time of delivery to the Customer as shown on the front page, and ends the day and time of return of the vehicle to ITALCOM S.p.a. - Divisione Rent a Car Simius. The Vehicle s handed over in perfect condition and must be returned in the same condition, except for normal wear and tear, to the ITALCOM S.p.a. - Divisione Rent a Car Simius office, the day and time shown. If the Customer wishes to change return time (date, place, hour) he must obtain ITALCOM S.p.a. - Divisione Rent a Car Simius written permission by request at least 24 hours before the agreed return time.
- 3) **Deposit and Cancellation Policies** – The deposit is compulsory. If on return the vehicle in damaged ITALCOM S.p.a. - Divisione Rent a Car Simius will withhold the deposit on account in case of offsetting any other damage. Otherwise it will be offset, entirely or partly, against the hire charge due to ITALCOM S.p.a. - Divisione Rent a Car Simius as per (8) below. The refundable deposit due at time of booking varies from 40% to 50% of the total amount of the reserved period.

In case of cancellation more than 7 days before the rental will not be paid any fee.

In case the cancellation is made within 7 days of the start of the rental, a penalty will be applied as follows:

- 7 to 6 days before: 40% of rental amount;
- 5 to 4 days before: 60% of rental amount;
- 3 to 1 day before: 80% of rental amount;

In the event that the rented vehicle is returned before the rental expires, nothing will be refunded for the remaining period.

- 4) **Vehicle maintenance** – The Customer must use the vehicle correctly and carry out the repairs recommended by the manufacturer, and will be called to account for any damage to the vehicle. He must regularly check the engine oil, coolant and brake liquid levels, and in any case after every 1.000 km driven. Breakdown truck, car-wash and tyre-puncture costs will be met by the Customer. Oil substitution or topping-up greasing and any small normal-wear repair expenses will be reimbursed only if receipted invoices (showing date, supplier's name and address, vehicle licence number and mileage driven) made payable to ITALCOM S.p.a. - Divisione Rent a Car Simius, and any replaced parts, are presented. In the case of serious breakdown the Customer must contact the nearest ITALCOM S.p.a. - Divisione Rent a Car Simius hire point for assistance and possible vehicle substitution.
- 5) **Vehicle use** – The vehicle can be driven by the Customer or, if shown on the front page by the "second driver", as long as both are at least 21 years old and have held an appropriate driving licence for at least 12 months. The vehicle cannot be driven by others persons, unless formally authorized by ITALCOM S.p.a. - Divisione Rent a Car Simius. The Customer is responsible for the actions and omissions of whoever drive the vehicle, except when these depend on illicit acts which the Customer cannot prevent. Drunk or unconscious persons or those under the influence of alcohol or drugs or who are not in good driving condition cannot drive. The vehicle must be used "familyman-style and not for:
 - a) illegal goods transport (contraband, drugs, dangerous materials, etc.);
 - b) passenger transport payable in any way;
 - c) illicit ends, races of any kind, towing, goods transport;
 - d) leaving Italy, unless authorized by the hire firm.
- 6) **Insurance cover** – The Customer and all other authorized persons driving are covered for:
 - a) Third-party damage and damage to animals and goods (Italian legal limits apply);
 - b) Collision: partial or full value, if other vehicle(s) involved;
 - c) Fire and theft: partial value.(b) and (c) cover damage in excess of the allowance in force, which the insurance company does not indemnify. In case of accident the Customer must pay the hire firm this allowance alone, as posted in ITALCOM S.p.a. - Divisione Rent a Car Simius offices.
PAI death-risk and Extra PAI driver-injury optional policies are available. They will be operative if the front-page box is ticked and the posted extra daily sum paid. Visit the hire firm's head office for policy conditions. The Customer will be liable for damage to the vehicle caused by improper use or wear disproportionate to mileage, as well as theft occurring before return of the keys, and for any and all illegal use.
There is no cover for:
 - a) repair costs to the hirer firm which are the Customer's fault;
 - b) the hire firm's costs for breakdown-truck transport of the vehicle and/or its repatriation;
 - c) third-party and passenger damage above 3.000.000,00 Euros;
 - d) driver damage, except when PAI/Extra PAI policies operate (all limits apply);
 - e) vehicle-carried baggage and article damage;
 - f) any damage to the vehicle's roof, interior, underbody, chassis, wheels.

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- 7) **Accidents and damage** – The hire firm must be told by telephone and in writing within 24 hours using the relevant form (with the vehicle) and the authorities informed.
- 8) **On return of the vehicle ITALCOM S.p.a. - Divisione Rent a Car Simius will be paid:** 1) hire change bases on the mileage and time tariffs. 2) extra charge if return is not made where delivery was, based on the relevant tariff. 3) cost of topping up the fuel tank to the original level and related service. 4) sum due for allowance payment part-exemption (CDW and TP policies). 5) allowance reimbursement related to (f) above (CDW and TP policies), and 40 Euros accident/theft legal action expenses. 6) any airport taxes. 7) any driving fines incurred (ones notified after contract's and being credit-card-debited). 8) the hire firm's costs for obtaining payment by the Customer of the sums due. 9) any other Customer-related expenses. Credit card company procedures for debiting will be followed (where applicable). In the case of pre-paid vouchers the Customer will pay all hire charges if full or partial insolvency of the vouchers company occurs. The hire firm's charges are payable on demand. Delayed payment will in all cases be subject to interest charges (four percentage points above the official discount rate).
- 9) **Responsibility** – Defects of manufacture being the maker's liability, the hire firm undertakes to hire out a fully efficient vehicle.
- 10) **Transfer forbidden** – No transfer, sale, mortgage or pawning of the vehicle, the tools, equipment and parts shall be done. ITALCOM S.p.a. - Divisione Rent a Car Simius property rights shall not be acted against.
- 11) **The right not to supply** a replacement vehicle in the event of accident, theft, damage or for any other reason is reserved: the hire firm's decision is final and no discussion will be entered into.
- 12) **Trento (TN) law courts** will be decide any disputes connected with vehicle hire.
- 13) **Lost property** – In no case will be the hire firm be liable for the loss of articles which the Customer of third parties leave in or load onto the vehicle during hire or after the vehicle's return, save for crime or grave guilt.
- 14) **Interpretation** – In the case of differing interpretation of the two versions of this letter, the Italian version shall prevail over that in other languages.
- 15) **Any variation** and/or addition to the conditions of hire will be valid only if written.
- 16) **The Customer** by signing the contract hires the vehicle at the price and on the conditions shown, taking note of the insurance position, and authorizes ITALCOM S.p.a. - Divisione Rent a Car Simius to debit the credit card indicated and every 30 days when hire is for more than that number and until vehicle restitution.
- 17) **Declaration of liability** – The Customer and the driver are well aware that if the vehicle is not returned at the due time, in the absence of any real impediment (act of God) they are guilty of misappropriation and in the most serious cases contract fraud.
- 18) **The Costumer** and the driver will inform ITALCOM S.p.a. - Divisione Rent a Car Simius whenever during hire any fines are given, even if already paid (proof of payment must be supplied). If after contract's and any demands are received by the hire firm (e.g. unpaid highway tolls) relating to the hire period the Customer hereby permits ITALCOM S.p.a. - Divisione Rent a Car Simius to debit the sum due, plus ancillary costs, on his credit card. Otherwise he promises in advance to pay such expenses on documented request.

With reference to paragraph (18) the Customer declares that during the period of hire the following events took place.