

GENERAL TERMS AND CONDITIONS OF VEHICLE RENTAL

1 – OBJECT

American Motorcycles – Veículos Duas Rodas, Lda, contribuinte nº 504418947, com sede em Rua Vitor Hugo 16F – 1000-294 Lisboa hereinafter referred to as lessor, rents the vehicle which is identified within the particular clauses of the contract (hereinafter referred to as contract), to the client identified in the first clause of the particular clauses, hereinafter referred to as lessee, with the following general terms and conditions.

2 – COLLECTION AND DELIVERY OF THE VEHICLE

1 – The lessee declares that he/she collected the vehicle in perfect using and cleaning conditions, with its accessories and documents, as mentioned in the contract and in the joint verification form entitled “check out”, agreeing that he/she must deliver the vehicle in the same conditions in which it was collected, in the place and date referred in the contract.

2 – If the vehicle is utilised in breach of the contract, the lessor has the right to terminate the contract and the lessee must deliver the vehicle in the designated place, under the penalty of the vehicle being taken off, under the law, at the expense of the lessee.

3 – If the lessee wishes to extend the rental period he/she should go to the lessor’s facilities to sign another contract, subject to lessor’s approval.

4 – The lessor may not be held liable before the lessee or any passenger for the loss or damage of objects left in the vehicle, whether during the rental period, or after that period.

3 – UTILISATION OF THE VEHICLE

1 – The lessee must take care of the vehicle, assuring that it is properly locked and parked in a safe location when it is not being used, filling the tank with the appropriate fuel, as well as connect and use with diligence any safety device installed in the vehicle, if there is any.

2 – The lessee pledges neither to use nor to permit the use of the vehicle in the following situations:

a) To carry passengers or cargo in breach of the law; b) For sporting events or trainings, whether official or not; c) By any person under the influence of alcohol, drugs or any other substance that, directly or indirectly, reduces his/her perception or response capacity; d) By people who hold a drivers licence for less than two years and 25 years old, and by people who are not authorised drivers, this means, people who are not identified in the contract or in a document attached to it; e) Outside Portuguese territory, unless expressly authorised.

4 – MAINTENANCE AND REPAIR OF THE VEHICLE

Whenever the vehicle suffers any breakdown, repairs may only take place with the lessor’s previous agreement.

5 - SERVICES

1 – The lessee may hire the following services:

a) – CDW – covers all damages suffered by the vehicle in case of accident, and the lesser shall pay an insurance deductible which shall vary with the type of vehicle according to the table attached to the contract, that shall form part of this contract; b) – TW – covers theft and/or robbery of the vehicle.

2 – The lessee pledges to adopt, in case of accident, the following procedures:

a) Report to the lesser and to police authorities every accident, theft, robbery or any kind of harmful event, within a maximum of 24 hours; b) Obtain the names and addresses of people involved and witnesses; c) Not to abandon the vehicle without taking the adequate measures regarding its protection and safeguard; d) Not to accept any liability neither plead guilty in case of accident that may involve the lessor’s liability; e) Contact immediately the lesser, providing a detailed report of the accident, including the report by the police authorities.

3 – Only the lessee and/or the authorised drivers can benefit from the coverage of the insurances CDW.

4 – Even if the lessee contracts the coverage CDW, he/she is solely liable for all damages arising from improper use of the vehicle.

5 – In the event of an accident caused by speeding, negligence, driving under the influence of alcohol, drugs or any product that reduces the capacity to drive, the lessee is liable for all expenses of repair and compensation related to the standstill period of the damaged vehicle, even if the lessee contracted CDW coverage.

6 – The CDW coverage will only be in force during the contracted period, except if the contract is extended in compliance with this contract, and the lesser bears no liability for accidents caused or that could be caused by the lessee after the rental period, being the lessee solely liable for them.

6 – PAYMENTS

1 – The lessee expressly pledges to pay any amounts due to the lesser under this contract as soon as demanded, namely:

a) The price due for the vehicle rental, according to the rental period and its mileage, calculated in compliance with the rate established in the contract; b) Any costs related to the insurance for impact, collision and overturn coverage, robbery coverage and any other expenses due in compliance with the rates or fees established in the particular clauses of this contract; c) All taxes and duties on the vehicle rental or the amount established by the lesser for reimbursement of those taxes and duties; d) All the expenses incurred by the lesser in recovering payments due by the lessee arising from this contract.

2 – Every invoice not paid at the due date is subject to interest for late payment at the maximum interest rate permitted by law.

3 – In case of an accident, the lessee will pay, to cover administrative costs with the procedure, the amount of 90 € (ninety euros).

4 – The lessee, to ensure the compliance with the obligations under the contract, will provide for a security deposit, in cash, cheque or by authorising debit in his/her credit card, in the amount mentioned in the contract, expressly authorising the lesser to fill and charge the credit card the amount due.

7 – ADMINISTRATIVE COSTS

If the lesser is notified because of any administrative offence or misconduct committed by the lessee, only to identify him/her, he/she is bound to pay the amount of 20€ (twenty euros) to cover administrative costs for the information provided to those entities.

8 – ADDRESS FOR SERVICE

The contracting parties agree that the addresses mentioned in the Contract serve as an address for service for any contact, namely for notices and notifications.

9 – INFORMATION AND CLARIFICATIONS

The lessee acknowledges that every clause written in this contract was expressly communicated and explained to him/her in a timely manner, and that he/she became aware of them, so the lessee signs this contract.

10 – PERSONAL DATA

1 – The lessee should provide his/her personal data and the personal data of the driver(s) of the vehicle at the beginning of the contract, for identification purposes, expressly authorising computer processing of those data by the lesser.

2 – The lesser is the entity responsible for the computer processing of the personal data provided in the framework of the contract.

3 – Under the Law no. 67/98, of 28 October, Portuguese Personal Data Protection Law, the owners of the personal data, those responsible for them, and/or their designated users, have the right to access their personal data for such purposes as, namely, its rectification, its update or its modification.

Yes, I hereby authorise that my personal data may be supplied to ARAC (Portuguese Vehicle Rental Association) to be included in a database in the event of non-compliance with the contract.

To consult personal data, please address to the entity responsible for the processing of personal data.

I do not wish my personal data to be provided to third parties for direct marketing purposes.

I am aware that the vehicle is equipped with a geolocation device (GPS) that may be used in case of breach of contract and/or border crossing.

For payment purposes, the lessee should provide a valid credit card, assuring that its corresponding bank account has sufficient balance to cover the due payments, as credit card debit may occur after being detected using the abovementioned roads, accepting that credit card debit may occur after the end of the contract, as long as the use of the roads had occurred during the period of the contract.

The lessee shall also be responsible for the correct functioning and for safekeeping, in perfect conditions, of the Via Verde electronic device, he/she cannot in any case remove the said equipment from the position where it is installed, and shall communicate any anomaly or go to a Via Verde assistance point to solve it.

If this service is not subscribed, the lessee shall be held responsible in general terms according to the Law no. 25/2006 of 30 June in its current wording.

The Lessor

The Lessee
