

RENTAL TERMS AND CONDITIONS

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RENTAL TERMS AND CONDITIONS

1. Specific rental terms and conditions

1. Minimum age required and driving license minimum length

Below is the rate applicable to your booking. Other rates, subject to different terms and conditions, are available both at our offices and by telephone or fax.

To enter into the Contract the minimum age of the driver must be 21 years old and he must have held a driver's license for at least 12 months (See clause 18 of the General Rental Conditions).

Drivers under the age of 25 and over the age of 21, and/or those who have a driver's license between 1 and 3 years, will pay an additional charge based on the age of the driver, the vehicle category, the above mentioned age of the driving license and the duration of the rental agreement, as it is stated below in the table:

MINIMUM AGE REQUIRED FEE

CAR CATEGORIES	PRICE - AGES BETWEEN 21-24
AA/A3/BB/CC/S/M/B3	9.95€ per day with a maximum charge of 109€
A6/B6/C6/D/D2/D9/DD/E/N/R/S6/T3	11.95€ per day with a maximum charge of 131€
Rest of groups	25€ per day with a minimum charge of 75€ and without maximum charge

DRIVING LICENSE MINIMUM PERIOD FEE

CAR CATEGORIES	PRICE - Driving license held between 1 year and 3 years
All groups	5.95€ per day with a maximum charge of 72€

2. Methods of payment accepted

- Accepted** payment methods: Debit card, Credit card VISA or MasterCard. Cards must be issued by an authorized bank. Contactless payments are accepted
- Not Accepted** payment methods: Maestro, Prepaid Cards, Gift cards, Dinners Club, American Express, Postepay or cash.

The bank card holder must be the holder of the rental agreement. The bank card used must be in the name of the main driver on the rental agreement. You can book several vehicles, but when picking them up at the office, you must indicate a different main driver for each of them. Each driver will be the holder of the agreement corresponding to the vehicle they are going to drive and must comply with these Conditions.

3. Vehicle return

The applicable vehicle return system for this reservation is SDC (Classic Return System) for Fuel Vehicles or the "full-full" system for electric vehicles—depending on the option selected by the customer—, pursuant to the provisions established in article 7 of the General Rental Conditions. Non-refundable bookings and those made through brokers do not allow for changes to the named holder.

4. What is included in the price

The applicable rate includes:

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1. V.A.T. and local taxes.

2. According to the rental office, different mileage specifications apply:

SPAIN	Locations	Rental Length	KM included	Extra KM (all car categories)	Maximum Charge	Waiver
Limited Mileage	Barcelona, Madrid	1-3	300km/day	0,25€/km	-	Buy Unlimited Mileage at the counter Key'n Go
		4-6	250km/day		-	
		7-14	150km/day		-	
		>15	100km/day		-	
	Alicante, Gerona, Málaga, Valencia, Sevilla, Reus, Murcia, Jerez, Almería	1-3	300km/day	3000km/rental		Buy Unlimited Mileage at the counter / add Super Relax Cover / book Key'n Go
		4-6	250km/day			
		7-14	150km/day			
Unlimited Mileage	Oviedo, Bilbao, Gibraltar, Santander, Santiago, Canary Islands + Balearic Islands	>15	100km/day			
		All lengths	Unlimited			

	Rental Length	Price
Ancillary: Unlimited Mileage	Up to 7 days	29,95€/rental
	7 - 21 days	9€/day
	>21 days	7€/day

3. The vehicle hire includes compulsory vehicle insurance required by law, which covers personal injury and property damage caused to third parties and to the vehicle's occupants, excluding the driver, within the limits set by law.

In addition to the compulsory vehicle insurance, the hirer is contractually liable for damage caused to the vehicle, its parts or accessories in accordance with the terms set out in these rental conditions, up to a pre-determined maximum amount (the "Excess"). To secure the contractual obligations, at the moment of picking up the vehicle, provisionally, a partial amount of the total amount of the aforementioned Excess will be blocked on the credit card - or charged to the debit card - as a Deposit, depending on the category of the rented vehicle, that is to say:

CAR GROUPS	EXCESS	DEPOSIT	DEPOSIT* IF RELAX COVER IS TAKEN	DEPOSIT* IF SUPER/MEGA RELAX/MEGA RELAX PLUS COVER IS TAKEN
Small - Mini (X /XG/ AA/ A3/ A6/ BB/ B3/ B6/ CC/ CG/ M/ N)	2.300€	950€	300€	0€
Compact (C6 /D/ DG/ E/ F/ R/ R2/ S/ S6/ T/ V / W)	3.000€	1.400€	300€	0€
Intermediate/Standard (D2/ D6/ D9/ DD/ L/ G/ T3)	3.500€	1.400€	300€	0€
Full Size (J/ JJ/ I /K/ O/ G/ P/ PP/ LL/ GG/ H6 /G6)	4.000€	2.000€	300€	0€

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Intermediate/Full Size Premium (H6 /G6)	5.000€	2.000€	300€	0€
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**The deposit amount refers exclusively to the insurance deposit, not the fuel deposit.*

The extra coverage can be taken out when the online reservation is made or when the car is collected, as the Client wishes.

«Relax»

In case the customer takes out the Supplementary Cover "Relax", the amount of the previous Excess is reduced to "zero" Euros (0€) for the case of damage to the vehicle bodywork. In addition, the purchase of the "Relax" coverage may be made, when the customer chooses, either at the time of online reservation or at the time of vehicle collection.

In addition to the above, taking out the "Relax" supplementary coverage results in a reduction of the guarantee deposit - which the customer must pay - to 300 euros.

Similarly, by taking out the "Relax" Cover, the costs associated with the of loss of income due to immobilization the vehicle - point 6.2 of the General Terms and Conditions - in the event of an accident will not be applied.

In all other cases, the conditions of the Basic Cover remain unchanged.

«Super Relax»

In the event that the customer takes out the complementary «Super Relax» cover, the amount of the previous excess will not be blocked or provisionally charged on the payment card.

The maximum extra amount that the Client will be charged for an accident/accident/damage in the event of proper use of the vehicle shall be a maximum of the amount of the Excess applicable to each category of vehicle referenced in the table above.

Clients who take out the additional coverage are not required to put down a deposit for the excess and if there is an incident they cannot be held liable unless it is assumed that the use of the vehicle had not been authorized as established in article 10 of the General Rental Conditions. Clients who do not want to take out this additional coverage must pay a deposit of an amount that is equal to the value of the excess as established in this article.

«Mega Relax Plus»

In the case the customer takes out Mega Relax Plus supplementary cover, they will receive premium roadside assistance together with our comprehensive personal accident insurance. They will also benefit from exemption from the administrative costs of the penalty for damage and/or theft of the vehicle. This service can only be taken out in person at Goldcar offices; it is not available for purchase on the website or through other channels.

Regardless of the coverage contracted, the client will be fully liable for damages caused to the interior and exterior parts of the vehicle due to negligent and/or unauthorized use of the vehicle. Please note that the unauthorized use of the same is regulated in clause 10 of these Terms and Conditions.

Regarding products and/or services not hired or paid through our website, please review provisions established on "8. The applicable rate does not include".

See the complete information on what is covered in Annex [‘Insurance and additional covers’](#).

5. Cross Border: coverage and authorized/non-authorized countries

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Customers with agreements for vehicle collection and return at branches located within the Spanish peninsular territory shall not be authorised to drive their hired vehicles abroad. Except in the cases mentioned below, where they shall be required to obtain express authorisation by the vehicle collection branch in addition to taking out an additional "Border Crossing" cover, with the price indicated below.

The authorized countries (hereinafter the "Authorized Countries") that the client can access, as long as they have contracted the "Cross-Border" coverage, are the following: Andorra, France (Continental), Italy (Continental), Portugal (Continental) and territory of Gibraltar (hereinafter, referred as "Authorized Countries"). It also authorizes you to be able to transfer and drive the vehicle between (i) the territory of mainland Spain and the Balearic Islands (except the island of Formentera and the island of Ibiza) and vice versa, (ii) between the Balearic Islands (except the island of Formentera and the island of Ibiza), and (iii) also between the Canary Islands.

Keep in mind that the transfer or circulation of the vehicle on the Formentera Island and I the Ibiza Island is never permitted.

In the event that you breach this prohibition you will be held solely liable for any fines that may be imposed, as well as any other costs and/or expenses that Goldcar may be obliged to incur as a consequence, as indicated in our T&Cs.

Likewise, you will be responsible for the penalties, costs and/or expenses that correspond as a consequence of your breach of our T&Cs, as indicated in our T&Cs.

Please note that you will be required to observe the traffic rules in force in the country where you are driving the hired Vehicle. Additionally, you must ensure upon collection of the Vehicle that it has the correct equipment to comply with the local traffic regulations of the country in which you and/or the Driver are going to drive.

Keep in mind that contracting Cross Border Coverage extends the services/coverage included in Roadside Assistance derived from contracting Additional Coverage such as Super Relax and/or Mega Relax. That is, if you have contracted the additional Super Relax coverage and you contract the Cross Border coverage, you will have basic 24-hour roadside assistance included, both for breakdowns not attributable to the client and by accident, in addition to taxi costs for transfer to the nearest office. And, if you have contracted the additional Mega Relax coverage and you contract the Cross Border coverage, you will have 24-hour basic roadside assistance included, both for breakdowns not attributable to the client and due to accident and negligence (in the cases indicated in these T&Cs), in addition on-site repair and taxi costs for transportation to the nearest office. And, in both cases, said extension of Roadside Assistance coverage/services as a result of contracting Cross Border coverage (when you have previously contracted Super Relax and/or Mega Relax Coverage), will be given in the following assumptions:

(i) when traveling through the peninsular territory of the group of authorized countries: Portugal, France, Italy, Andorra and the territory of Gibraltar.

(ii) when traveling and/or moving to the islands of the same Spanish archipelago (Balearic -except the island of Formentera and the island of Ibiza -and/or Canary Islands).

(iii) in the event that the client wishes to pick up the vehicle in the Spanish mainland and wishes to travel through the Balearic -except the island of Formentera and the island of Ibiza - and/or Canary Islands archipelago.

(iv) in the event that the client wishes to pick up the vehicle in the Balearic -except the island of Formentera- and and the island of Ibiza /or Canary Islands archipelago and wishes to travel through the Spanish peninsular territory.

In no case will Cross Border Coverage extend the services/coverage included in Roadside Assistance when it comes to travel to unauthorized countries and/or territories and/or islands not indicated above. Take into account that, in the event that the customer does not contract any of the additional Super Relax and/or Mega Relax coverage, the services/coverage included in Roadside Assistance will not be extended.

Cross-border movements not indicated above are not allowed.

Please note that Cross Border rate does not cover the additional charge of returning the vehicle to a different Goldcar office than the one where you picked it up. If you return the vehicle to a different return office located in another of the Authorised Countries and/or on any other islands of the Balearic Archipelago or the Canary Islands than the one where you picked up the vehicle, you must take out Cross Border rate.

If you travel outside the Spanish peninsular territory and/or authorized countries without having previously contracted the Cross Border rate, Goldcar will charge you a penalty on the final invoice:

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-In the event that the drives the vehicle outside Spanish mainland territory and does so in any of the Authorized Countries or the Balearic Islands -except the island of Formentera and the island of Ibiza and/or Canary Islands) the Balearic Island or the Canary Islands, a penalty called 'Cross Border Penalty Authorized Countries' will be charged, whose amount is detailed below.

-In the event that the client drives outside Spanish mainland territory and through other countries and/or islands other than the Authorized Countries (including the island of Formentera and the island of Ibiza) the customer will be charged a penalty called "Cross Border Penalty Non-Authorized Countries" whose amount is detailed below.

The cost of the aforementioned additional 'Cross Border' coverage and the penalty are indicated below:

SEASON	PRICE	
LOW	CROSS BORDER	CROSS BORDER PENALTY
Mainland&Balearics: Jan 1st-Mar 29th, Nov 2nd - Nov 29th Canary Islands: Apr 20th - Jun 14th Aug 31st - Sept 27th,	12€/day Max: 156€/rental	Authorized Countries: 15€/day Max: 195€/rental Non-Authorized Countries: 300€/rental
HIGH Mainland&Balearics: Mar 30th-May 31st Sep 14th-Nov 1st Nov 30th - Dec 17th Canary Islands: Jan 1st - Apr 19th, Jun 15th - Jul 30th, Sep 28th - Nov 15th, Jan 2nd - Mar 31st 2027		
SUPER HIGH Mainland&Balearics: Jun 1st-Sept 13th Dec 18th - Jan 6th 2027 Canary Islands: Jul 31st - Aug 30th Nov 16th - Jan 1st 2027	13,20€/day Max: 171,60€/rental	Authorized Countries: 16,50€/day Max: 214,50€/rental Non-Authorized Countries: 300€/rental

In the event that you circulate outside the Spanish peninsular territory and do so in other countries and/or islands different from the Authorized Countries, taking into account that our vehicles have geolocation systems, if it is detected that they have exceeded the permitted territory, you will be charged the "Cross Border Penalty Non Authorized Countries" penalty for contractual breach, mentioned above, automatically terminating your rental contract unless otherwise stated by Goldcar, and you must return the vehicle immediately. In this sense, Goldcar reserves the right to exercise the appropriate legal actions for the immediate recovery of the vehicle, as well as apply the charges corresponding to such non-compliance, the amounts of which are defined in section 4 "Vehicle Return Conditions" of the General Rental Conditions.

6. What is not included in the price

The applicable rate does not include:

1. The 'Last Rent Fee' Charge:

This charge will apply when the customer voluntarily agrees to collect the vehicle (at the beginning of the rental), with a full-fuel tank, accepting to return it (at the end of the rental), with the fuel level below full: 8/8. Which means there is no need to return the vehicle with a full tank state (in which it was collected)-.

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The amount of this charge will be fifty-five euros (€55) in the Canary Islands and northern Spain (Santiago de Compostela, Oviedo, Santander and Bilbao) or sixty-five euros (€65) if the rental is made in the rest of Spain, the Balearic Islands and/or Portugal.

This "Last Rent Fee" charge may only be contracted by the customer, on a totally voluntary basis, at the time of the vehicle's collection at Goldcar office counter. In addition, this charge can only be contracted by the customer when it is the last rental of the vehicle, before being delivered by Goldcar to the manufacturer or dealer of the vehicle.

2. Cost of adding an Additional driver per day, per driver.

SEASON	PRICE
LOW	ADDITIONAL DRIVER
Mainland&Balearics: Jan 1st-Mar 29th, Nov 2nd - Nov 29th Canary Islands: Apr 20th - Jun 14th Aug 31st - Sept 27th,	10€/day Max: up to 80€/rental
HIGH	
Mainland&Balearics: Mar 30th-May 31st Sep 14th-Nov 1st Nov 30th - Dec 17th Canary Islands: Jan 1st - Apr 19th, Jun 15th - Jul 30th, Sep 28th - Nov 15th, Jan 2nd - Mar 31st 2027	11€/day Max: up to 88€/rental
SUPER HIGH	
Mainland&Balearics: Jun 1st-Sept 13th Dec 18th - Jan 6th 2027 Canary Islands: Jul 31st - Aug 30th Nov 16th - Jan 1st 2027	

A maximum of 3 additional drivers may be added per contract.

3. Premium Office: Considering the Premium location within the airport facilities. An extra charge of a certain percentage (15% or 17% depending on the airport where the Goldcar office is located, as indicated below) is applied to the basic rate and extras contracted both on the website and at the counter derived from the contractual rental relationship. This amount does not apply to any other additional charges (Environmental Contribution; any charge that may arise for any breach of the rental agreement; Charge for Loss of documentation, tray, keys...; charges for special/serious cleaning of the vehicle; accident processing expenses or the charge for processing a fine; penalty for non-compliance with the Full/Full rate; penalties that may arise for non-authorized use of the Cross Border fee; penalties that may arise for non-authorized use of the One-Way fee; Check-In damage to the vehicle or accessories, lack of accessories; Administrative expenses/Charges). The percentage applied depends on the Airport where each Goldcar office is located, as shown below: 15% in offices at the airports of Reus, Girona, Tenerife North, Murcia, Alicante-Elche, Almeria, Seville, Malaga Costa del Sol; and 17% in offices at the airports of Palma de Mallorca, Valencia, Lanzarote, Ibiza, Tenerife South, Fuerteventura, Jerez, Gran Canaria, Barcelona-El Prat, Apto. Suárez Madrid-Barajas.

4. The cost of hiring a baby Seat is 13€/day, with a maximum charge of 117€/rental.

5. It is important to bear in mind that some intermediaries offer insurance products that cover the amounts payable by the Customer, which are separate from the additional cover provided by Goldcar.

6. The amount associated with the Vehicle Return System linked to this rate. (To determine this cost, see Sections 7. of the General Terms and Conditions for Car Rental.

7. Supplementary covers contained in clause 4.3 of the Specific rental terms and conditions and clause 8.3 of the General Terms and Conditions.

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8. The Extra Diesel surcharge could be applied if the customer voluntarily requests a vehicle running on diesel fuel, for 2.5 euros per rental day. If there are only diesel cars in the Group chosen by the customer, at the pick-up time, this charge will not apply.

9. There is an additional local charge of € 40.00 for all vehicles collected outside office opening hours. Goldcar may request the flight number prior to the hire.

10. The "Gold Pass Park" Service. Goldcar offers its customers a parking service for €14.90 per day for the whole duration of the hire. By contracting this service, customers can park their hire car at any of the car parks managed by Telpark in Spain and Portugal, subject to availability. You may use a parking space at one or more of these car parks as often as you need during your hire period, up to a maximum of 24 hours per day. This service must be booked for the entire hire period, contracting for days' period is not allowed.

11. A climate protection contribution of 0.5€/day is charged for each rental, which is used to offset the CO₂ emissions generated by the use of the vehicle. The amount of the contribution is based on the vehicle's average emission value and the rental period.

12. Road Assistance Fee:

Spain (excl. Canary islands): 150€

Canary Islands: 140,7€

13. Express Service or Priority Check-in: Preferential collection service. Goldcar makes available to all Customers the possibility of speeding up the process of formalizing the agreement and collecting the vehicle, by purchasing the "Priority Check-in" service. This service gives the Customer the possibility of using the "preferential pick-up" counter and being served with priority over the rest of the customers.

Express Collection Service. It allows the formalization of the agreement and collection of the vehicle directly in the parking area of the airport, without going through the open office in the terminal.

SEASON	PRICE
LOW	
Mainland&Balearics: Jan 1st-Mar 29th, Nov 2nd - Nov 29th Canary Islands: Apr 20th - Jun 14th Aug 31st - Sept 27th,	Booking online: 19,95€/booking Booking at the station: 29,95€/booking
HIGH	
Mainland&Balearics: Mar 30th-May 31st Sep 14th-Nov 1st Nov 30th - Dec 17th Canary Islands: Jan 1st - Apr 19th, Jun 15th - Jul 30th, Sep 28th - Nov 15th, Jan 2nd - Mar 31st 2027	Booking online: 29,95€/booking Booking at the station: 39,95€/booking
SUPER HIGH	
Mainland&Balearics: Jun 1st-Sept 13th Dec 18th - Jan 6th 2027 Canary Islands: Jul 31st - Aug 30th Nov 16th - Jan 1st 2027	

14. "One Way" charge. The extra charge for one-way reservations, where pick up and drop off are at different locations.

15. After Hours Pick-up. There is an additional local charge for all vehicles collected outside office opening hours. This special service will be confirmed only after Customer informs Goldcar of the flight number, upon request prior to the hire.

16. 'Fines Solution'. If the vehicle receives a fine during the term of this contract, Goldcar offers all customers the option of speeding up the payment process for fines received by purchasing the optional Fines Solution service, which can be purchased at the counter when picking up the vehicle for a price of €4.24/rental day, or once you receive the email notifying you of the fine,

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following the steps indicated in the email you receive notifying you of the fine. The purchase of this service, once the fine has been received, is subject to an extra charge of 20% of the value of the fine associated with the traffic offence you have committed.

The Fines Solution does not exempt the driver from the payment of the traffic fine management established in clause 10.8 of this Particular Terms of Rent and 6.1, e) and c) of the General Rental Conditions”.

17. Any extra fees, supplements and penalties. They are detailed in the Annex “[Supplements and Extras](#)”, which can be found at the end of the T&Cs.

7. Cancellation conditions for prepaid bookings made via the Goldcar website:

1. Bookings paid via Goldcar website can be cancelled online up to 48 hours before the start of the rental period, free of charge. If you cancel your booking with less than 48 hours' notice, a charge of €50 will apply. The total amount paid in advance by the customer will be refunded to the credit or debit card used for payment. No refund will be given for the advance payment if the booking is cancelled within one hour before the start of the rental period or afterwards. Failure to collect the vehicle from the counter within six (6) hours of the initial booking time, whether made on the Goldcar website or through an intermediary, will result in the booking being cancelled and the applicable consequences being incurred, not refund the advance payment.

2. To obtain a refund of the prepaid amount, customers must access the 'My Bookings' section of the Goldcar website and cancel the relevant booking. At the final stage of the cancellation process, customers will be redirected to the Goldcar payment gateway, where they can confirm that the refund has been processed correctly.

3. Non-refundable prepaid bookings (such as the 'Crazy' rate or any other rate with a different name indicating it is non-refundable) cannot be cancelled or modified. In the event of cancellation, Goldcar will retain the amount paid in advance (including taxes, fees and other expenses) as compensation.

8. Important information

1. The reservation voucher must be presented when collecting the car.

2. The following documents are also necessary: Passport or ID Card, driving license and a valid credit/debit card. Please note that our staff may request the debit/credit card used during online reservation process if different than the one used to pay at our counters.

3. The return of the vehicle more than 59 minutes over the stated end time of the rental contract will generate a charge of € 40.00 per day plus an extra amount corresponding to the additional rental days (with a minimum of € 40.00 and one day rental charge). In addition to the above, in the event that you do not return the vehicle on the expiration date, place and time specified in the Contract (after the 59-minute courtesy period), Goldcar reserves the appropriate legal actions for immediate recovery of the Vehicle, as well as the collection, as appropriate, of the corresponding charges and taking the necessary measures described in this Terms and Conditions and, moreover, what is indicated in clause 4 “Vehicle Return Conditions” of the General Conditions of this Terms and Conditions.

4. On a reciprocal basis, GOLDCAR will compensate the customer for the same amount for late delivery should more than 59 minutes elapse after signing the rental agreement.

5. The reservation does not refer to a specific vehicle (make, model, colour, accessories, etc.) but rather a group of vehicles with similar technical and design characteristics.

6. If the vehicle receives a fine during the rental period, you will be responsible for full payment of the fine as well as a € 40 traffic fine management fee.

7. If the flight is diverted to another airport and the client picks up the vehicle from a different office than the one originally booked, an extra fee of € 65.00 will be charged.

8. If the client returns the vehicle without the relevant papers, after checking the vehicle, an extra fee of 50€ will be charged.

9. Goldcar reserves the right to cancel the delivery of the vehicle in case of doubts about the financial capacity of the client, outstanding debts or any serious incidents with Goldcar.

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10. If you don't take out any additional cover at office and the vehicle is involved in an accident during the rental period, you will have to pay an Accidents Administration Fee of € 50.00.

2. General Rental Conditions

The signing of the driverless vehicle rental agreement ("Agreement") is governed and implies the acceptance by the Customer of these General Rental Conditions, the Particular Conditions and the Special Terms and Conditions, as well as the respective annexes, which, together, Form the Car Rental Agreement.

In case of prior reservation of the vehicle through Goldcar digital channels, these General Rental Conditions, together with the Particular Conditions, will be sent by Goldcar to the Customer's email, at the time of reservation. If the Customer rents the vehicle at a Goldcar office, without prior reservation, the documents indicated will be presented at that time. The General Rental Conditions, the Particular Conditions and the Special Terms and Conditions form and are an integral part of the Rental Agreement.

1.- OBJECT OF THE AGREEMENT

With the signing of the Agreement, the Customer takes possession of the rented vehicle, which he accepts in the condition in which it is, with all its documents, tires, tools and accessories, committing to take care of them and drive the vehicle in accordance with the Highway Code and in accordance with the provisions established in these General Rental Conditions.

2.- RENTAL PERIOD

The rental begins and ends on the date, time and place designated in the Special Terms and Conditions for pickup and return of the vehicle, respectively.

The rental dates are computed in 24-hour periods, counted from the exact time envisaged in the Special Terms and Conditions. The vehicle must be returned in the date and time mentioned in the Special Terms and Conditions, with a courtesy period for returning the vehicle of 59 minutes, after which additional fees will apply. If, for reasons not attributable to the Customer, Goldcar delays the pick-up of the vehicle for a period longer than 59 minutes after the period set out in the Special Terms and Conditions, the Customer will be reimbursed in the amount corresponding to the delay.

The Agreement may not extend for a longer period than 28 days.

The pick-up of the vehicle is preceded by its joint inspection by the Customer and Goldcar, resulting in the preparation of an inspection report, which forms an integral part of this Agreement, describing the state of conservation of the vehicle and indicating the possible defects and/or apparent damages, which must be validated by both parties through their respective signatures.

If the customer decides to finish the Contract early, the amount corresponding to the days' use of the vehicle not taken (including taxes) will be retained in full by way of compensation.

3.- EXTENSIONS OF THE AGREEMENT

The Customer must return the vehicle on the date and time stipulated in the Special Terms and Conditions and in accordance with the previous paragraph. If the Customer wishes to extend the rental period, he must previously contact Goldcar to sign a new agreement, which will be subject to our approval. No contract may be extended by telephone or by any other means of electronic communication.

Under no circumstances may the amount paid as a deposit be used to extend the contract. Therefore, should the contract be extended, the customer must make an additional payment for such an extension.

The extension of the Agreement may imply the provision of an additional deposit by the Customer. In the event that the Agreement cannot be extended because no vehicles are available or for any other reason, the Customer must return the vehicle on the date, time and Goldcar office stipulated in the Special Terms and Conditions.

Depending on the initial terms of the Contract, it may be necessary, when applying for an extension of the Contract, to draw up a new contract, in which case the current Contract shall be deemed to have been terminated.

4.- VEHICLE RETURN CONDITIONS AND EFFECTS OF FAILING TO RETURNING THE VEHICLE

4.1. Vehicle return.

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The Customer must return the vehicle in the day, place and time stipulated in the Special Terms and Conditions, together with all its documents, accessories, and in the conditions of use and cleanliness in which it was delivered to the Customer.

In case of early return of the vehicle, Goldcar will not be obliged to return the remaining rental price amount to the Customer.

Goldcar is not responsible to the Customer or any passenger for the loss of or damage to objects left in the vehicle, either during the rental period or afterwards.

Customers must not change the vehicle's technical specifications, keys, equipment, tools and/or accessories, or make changes to its external or interior appearance. In case of breach of this clause, the Customer must pay for the expense of returning the vehicle to its pre-rental condition, without detriment to damages and losses caused to Goldcar due to the repair of the vehicle, the time it is immobilized and, also, any other damages caused to Goldcar.

When returning the vehicle, Goldcar and the Customer jointly carry out an inspection to check the existence of any new defects and/or apparent damages which, if present, are marked in the corresponding field of the inspection report contained in the Special Terms and Conditions, which is validated by both parties through their respective signatures, except in cases where the vehicle is returned after hours.

The refusal by the Customer to sign in accordance with the previous paragraph does not exempt him from responsibility for damages caused during the rental period.

4.2. Effects of failing to returning the vehicle

In the event that the vehicle is not returned on the date and place indicated in the rental agreement (after the 59 courtesy minutes have passed), said Rental Agreement will be considered terminated and Goldcar will contact you to proceed with the return. of the vehicle within a maximum and non-extendable period of 24 hours from said communication. Once the 24-hour period has passed without having received a communication from you or without the vehicle being returned, Goldcar may consider that the vehicle has been misappropriated, informing to this effect, and reserving the right to initiate appropriate legal actions and communicating it to the competent authorities, in addition to applying the charges defined in these Terms and Conditions. Likewise, the protections and other additional contractual services contracted in your rental will have no effect from the moment Goldcar has notified you of the breach of the Contract.

At this point, depending on whether you return the vehicle on a specific date or if you do not do so and it is Goldcar who must recover the vehicle, the following will apply:

1. In the event that Goldcar contacts you and the client communicates a specific vehicle return date and meets it - returning the vehicle on said date indicated by the client -, in this case, Goldcar will charge the corresponding rental amount to the additional days for the delay in the return, in addition to an amount as a penalty for the economic damages caused, which amounts to €40 per day of delay. Likewise, the client will be responsible for the costs of transfer/crane, tolls and storage/custody, -when applicable- to the place agreed in the contract for its return as provided in Annex **"Damages and accessories price list by car group"**.

2. In the event that you do not respond to the communications that Goldcar sends you for the return of the vehicle, Goldcar will charge you a Complaint Processing fee of €36.3 for each of the actions that Goldcar carries out before the competent authority for filing and/or withdrawing the complaint of misappropriation. If the customer finally returns the vehicle, they will be charged €36.3 for filing the complaint and another €36.3 for withdrawing it as Compliant Processing fee..

If, finally, the client does not return the vehicle and/or does not respond to Goldcar's communication, and it is Goldcar that directly recovers the vehicle, the client will be charged, in addition to said Complaint Processing costs, a Recovery Vehicle Charge of €363.

In any case, Goldcar will have the right to claim all damages and losses caused, including, the value of the Vehicle, as well as all fines, tolls, penalties or sanctions that fall on the rented Vehicle as a result of the requirements made by the public administrations, for example, and with no litimation on this, those asking for the identity of the driver or to clarify other circumstances in relation to possible infractions or crimes.

Goldcar reserves the right to file appropriate legal actions in the event of any disappearance or non-return of the vehicle before the competent authorities, with all responsibility for the legal consequences that may arise falling on the client, in order to claim the Immediate return of the vehicle, being also Goldcar entitled to charge additional fees for the process of recovering the vehicle set out in the current Terms and Conditions. In this case, protections and other additional contractual services will have no effect.

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The unilateral extension by the Customer of the term of the Agreement is considered as an unauthorized use of the vehicle, for the purposes of the Customer's responsibility for any damage that the vehicle presents.

5. DAMAGE MANAGEMENT POLICY

Goldcar has implemented a transparent damage management policy to explain how Goldcar handles the situations where damages were caused to the vehicle during the rental period, namely with regard to invoicing and charging the Customer .

Goldcar and the Customer must, during pick-up of the vehicle, jointly carry out an inspection in order to determine the condition of the vehicle at that time, and any existing damage must be recorded.

The Customer accepts the vehicle in the condition that it is in after this inspection.

5.1 Damages identified in the presence of the Customer during the return of the vehicle

After the return of the vehicle, it will be inspected by both Goldcar and the Customer, in order to assess the existence of damages that did not appear in the vehicle during pick-up.

If damage is identified after the return of the vehicle at the time of the inspection, in the presence of the Customer and in the presence of our staff, such damage will be mentioned in the Declaration of Return of the Vehicle, which must be signed by the Customer.

Goldcar will subsequently issue an invoice to the Customer that will include the costs of the repair and immobilization of the vehicle, together with an administrative charge for the management of such damages – Accident Processing Charge (DAF). Repair costs will vary depending on the type and level of damage as well as the group of the rented vehicle. As set out in the Annexes of our Terms and Conditions, there are three different levels of damages, each described in the Annex "[Vehicle return standard](#)". These damages have associated costs depending on the level of damage with which they correspond and the group of the rented vehicle.

These costs are defined in the Annex "[Damages and accessories price list by car group](#)". If the customer refutes the Damages and their invoicing by refusing to sign the Declaration of Return of the Vehicle, Goldcar will apply the procedure described below:

5.2. Damages identified in the case of return After hours or without the Customer's presence

If the Customer is not present during the inspection of the vehicle by Goldcar's staff, Goldcar will issue a report – Declaration of Return of the Vehicle -, indicating the existence or non-existence of damages to the vehicle, which will be sent to the Customer.

If the vehicle is not returned in the same conditions in which it was picked up, the declaration will include a description of all the damages identified, images of the damages, and an estimation of the repair costs (that will vary depending on the level of damage identified), together with the administrative costs for the management of the damages [Accident Processing Charge (DAF)] and the corresponding fee of immobilization of the vehicle. In these cases, the Customer may have to bear the damage costs up to the amount of the deductible, depending on the type of coverage purchased, under the following terms:

- a) Goldcar will provide a reasonable estimate of the cost of the repair and will seek to obtain the Customer's express consent to process the transaction.
- b) If the Customer believes he is not responsible or does not agree with the amounts presented, he can dispute these facts with Goldcar, attaching for this purpose any evidence he deems relevant and sending it to the following address within 14 days: csdamages@goldcar.com.
- c) The amount provided as a deposit will be retained on the payment card used for payment until a decision is made regarding the Customer's responsibility by the competent authorities. In the absence of a reply by the Customer or in the event that he does not takes responsibility for the damages within the aforementioned 14-day period, Goldcar reserves the right to invoice the Customer for the identified repair costs.

6.- PAYMENTS AND METHODS OF PAYMENT

6.1 Payments

For the rental of the vehicle, the Customer undertakes to pay to Goldcar the total price resulting from the applicable daily rate and the additional services contracted, as detailed in the Special Terms and Conditions, as well as the amounts resulting from fees and other amounts for which the obligation to pay and correspondent calculation occur at the end of the Agreement, including, if applicable.

RENTAL TERMS AND CONDITIONS

Any amounts arising from such items will be charged by Goldcar directly to the customer via the electronic payment system or equivalent used to book the vehicle, with the customer expressly authorising Goldcar to make such charges.

- a) The amount of €150.00 (one hundred fifty euros) as a guarantee deposit, to ensure compliance with obligations arising from this Agreement;
- b) The value of €50.00 (fifty euros), for the vehicle refueling service and the value of the missing fuel, calculated in accordance with the maximum price per liter in force on the date of return;
- c) The amount related to the purchasing of additional insurance coverages under clause 8;
- d) The value of €50.00 (fifty euros) as administrative expenses corresponding to Goldcar's duty to identify the Customer, in the cases of violation of traffic rules;
- e) The value of €7.95 (seven euros ninety-five cents) per day, if the driver is under 25 years old;
- f) The value of €9.23 (nine euros twenty-three cents) per day, for each additional driver, which must be duly identified in the Agreement;
- g) The amounts indicated in the document of Supplements and Extras, when the Customer rents any additional equipment;
- h) The additional value per kilometer (km), in the amount of €0.25, if a mileage limit is defined in the Special Terms and Conditions.
- i) The value for one-way rentals;

6.2 Payments regarding inadequate use of the vehicle during the rental period by the customer

In addition to the amounts listed above, Goldcar may also charge the Customer for services or costs arising from inadequate use of the vehicle during the rental period, in accordance with the procedure set out in clause 5.2, including:

- a) Charge for 'special cleaning' between 30€ and 150€ for the costs incurred from an additional valeting service arising from the clearly inadequate state of the vehicle at the time of its return.
- b) The expense incurred through the loss of a vehicle's documents or keys. Charges incurred due to the loss of vehicle documents and keys, and/or the cost of sending the set of vehicle keys to the relevant office, in the event of loss, breakage, or the return of the vehicle keys to an office other than the one where the vehicle was actually returned, or any other situation in which the vehicle is rendered inoperable for reasons attributable to the customer, up to a maximum of €280.
- c) The cost of towing the vehicle by a recovery vehicle in the circumstances set out in the various clauses of this Contract.
- d) Expenses arising from the loss, deterioration or damage of the compulsory approved child restraint device (the device itself or its cover, and the loss, misplacement or non-return thereof), wheels, tires (including punctures and bursts), tools, windows, mirrors, accessories, interior of the vehicle, as well as problems resulting from an error in the type of fuel used to refuel the vehicle, according to the Annex **"Damages and accessories price list by car group"**.
- e) Any tolls, fines, sanctions, and court and administrative costs caused by infringement of highway regulations, laws, rules and by-laws (including those envisaged in the Highway Code) incurred by the Customer during the rental period and that have been met by Goldcar.
- f) Notwithstanding the foregoing, Goldcar reserves the right to charge the Customer for the administrative costs it incurred for processing and sending notice of the abovementioned sanctions to the competent authorities. The aforementioned amounts shall be charged by Goldcar directly to the Customer using the same payment method used to hire the vehicle, upon conclusion of the procedure foreseen in paragraph 5.2. In all cases, Goldcar shall immediately report to the Customer the charge that was made and the reasons for it, giving the Customer all the information possible.
- g) The costs of repairing damage caused to the vehicle in the event of an accident, where any of the following circumstances apply:
 - The vehicle was not used in accordance with the stipulated conditions.
 - The damage resulted from an accident caused by the customer failing to correctly assess the height of the vehicle.
- h) 'Accident Processing Fee' (DAF): unless the customer has taken out Relax, Super Relax or Mega Relax cover, in the event of new damage to the vehicle (exceeding the complimentary allowance) at the time of return, Goldcar will charge €50 as an Accident Administration Fee.

RENTAL TERMS AND CONDITIONS

i) Charge for processing and recovery of the vehicle, as set out in clause **'VEHICLE RETURN CONDITIONS AND EFFECTS OF FAILING TO RETURNING THE VEHICLE'** of the General Terms and Conditions, in cases of delay and/or incident relating to the return of the vehicle.

j) The costs of repairing any breakdown(s) and/or damage(s), whether internal and/or external, of any kind, resulting from negligence and/or misuse of the vehicle by the Customer. j) Charges for processing the complaint and recovery of the vehicle, included in clause 4 "Vehicle Returns Conditions" of the General Conditions, in cases of delay and/or incident in the return of the vehicle.

k) The amount of €120.00 (one-hundred and twenty euros) for the breakage, damage, loss, deterioration, missing or non- return of the compulsory approved child restraint device.

l) The amount of €12.00 (twelve euros) for the breakage, damage, loss, deterioration, missing or non-return of the cover of the compulsory approved child restraint device.

m) The amount of €50.00 (fifty euros) for the breakage, damage, loss, deterioration, missing or non-return of the V16 emergency light.

Notwithstanding the foregoing, in any event, you must report any incident and/or damage (beyond minor damage) affecting the condition of the Vehicle on the 'Accident Report Form', which will be provided to you for this purpose. Where applicable, you must return this document together with the corresponding 'Amicable Accident Report' -DAA- duly completed, detailing the registration 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 of which must be signed by the two drivers involved in the accident. In the event that the customer, should the vehicle sustain material damage resulting from an accident during the hire period, and regardless of any cover taken out, fails to hand over the aforementioned documents at the end of the hire period, namely the Accident Report and, where applicable, the Amicable Accident Statement, a UAR (Undelivered Accident Report) charge will be applied, amounting to €92.12 (*) In the case of the Canary Islands, this UAR charge is €87.55). The aforementioned UAR charge will be collected by Goldcar staff at the end of the hire, at the time of the final settlement of the hire contract.

Notwithstanding the foregoing, the aforementioned UAR charge shall not apply in the following cases of damage: (i) damage consisting of scratches on the vehicle measuring less than 15 cm; (ii) damage consisting of dents and scratches measuring between 2 cm and 15 cm; (iii) stone chips in windows measuring less than 10 mm; (iv) where the vehicle is returned with a flat tyre; and (v) where the vehicle is not returned in a sufficiently clean condition.

In all cases, Goldcar will immediately inform the customer of the charge made and the reasons for it, providing the customer with as much information as possible.

The amount charged to the customer for damage caused to the vehicle shall be calculated on the basis of a valuation carried out by an external loss adjustment firm not affiliated with Goldcar; or, where such a valuation cannot be carried out in advance, the amount resulting from an initial assessment carried out by qualified Goldcar staff shall be charged, in accordance with the price list published in the Annex [**'Damages and accessories price list by car group'**](#) to these terms and conditions, the existence and amounts of which the customer acknowledges and agrees to. All of the above applies without prejudice to any subsequent settlement and adjustment, once a repair quote has been obtained from a garage or a valuation has been carried out by an independent loss adjustment firm.

The figure resulting from this valuation may not exceed the prices indicated in the **Annex 'Damages and accessories price list by car group'** of these general terms and conditions.

Goldcar also reserves the right to charge the customer compensation for loss of earnings resulting from the vehicle being out of service due to the damage sustained. Such compensation shall be calculated on the basis of the number of days required to repair the vehicle, as determined by an expert independent of Goldcar, or, once the repair has been carried out, by counting one day for every eight hours of work carried out by the repair workshop, using the agreed daily hire rate as the basis for calculation, plus the additional €40 per day provided for in the previous clause, as the days during which the vehicle is out of service are treated in the same way as failure to return the vehicle within the agreed period.

The customer's maximum liability shall be the market value of the vehicle, in accordance with the maximum price set out in the Ganvam guide in force at the time of the accident.

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6.3 Payment Method

The credit or debit card with which the reservation is made must be shown by the Customer when they pick up the vehicle. Two credit cards must be presented for the rental of premium vehicles in categories F6, G1, G3, G5, G6, H6, J1, J3, K3, T6, U3, U5 and Y3 00. The Customer must ensure that they have a sufficient balance in their bank account to cover the requested deposit, the specific amount of which is specified in the Special Terms and Conditions, and all additional expenses listed. The payment to rent the vehicle and any possible additional costs shall be made in Euros.

The payment of the rental and the provision of the deposit cannot be made by bank transfer.

7. VEHICLE RETURN SYSTEMS AND FUEL POLICY

The system employed for returning the rental vehicle is intended to regulate matters referring to the method of verification of the fuel upon return (check-in), the refueling service and the availability of the flexible return time service.

Without detriment to the linking of some policies to a specific rate, the following Vehicle Return Systems are available to the customer:

7.1. Fuel Vehicles

Classic Return System (SDC):

The Customer must return the vehicle to Goldcar with the same fuel level as it had when picked up. In case of non-compliance, Goldcar will charge the refueling fee and the missing fuel, in accordance with subparagraph a) of paragraph 1 of Clause 6.

. It is also necessary to follow vehicle check-in procedures for verifying the fuel level. Similarly, the customer must pay a deposit equal to the value of a full tank, which will be refunded when the vehicle is returned once an inspection has been made to verify correct compliance with the conditions of this system. Should the Customer fail to return the car with a full tank, the cost of the amount of fuel needed by Goldcar to top up the tank will be deducted from the deposit, plus the value of €50.00 (fifty euros) for the vehicle refueling service. Where the deposit is less than the amount owed, the Customer agrees that the difference should be charged to their credit or debit card.

By purchasing the **Smart Return** Service, you can return the vehicle without a minimum fuel level and without incurring an additional penalty. This service can be purchased when picking up the vehicle for €14.95; it covers the refueling service, meaning you only pay for the fuel Goldcar needs to add to fill the tank.

7.2. Electric vehicles

Goldcar will ensure the vehicle has a minimum battery level of 80% at retrieval. Regarding the return of the vehicle, Goldcar offers two systems:

The **Full-Full system** is the default system for all rentals: You must return the vehicle with a minimum battery level of 80%. If you return the vehicle with a battery level less than 80%, a recharging fee will be deducted from your deposit. When you retrieve the vehicle, it is your responsibility to check that the battery level indicated on the departure inspection is accurate. Any discrepancies must be reported to the Goldcar agent prior to departure. Returns below this level incur a 60€ fee in terms of EV Battery Breach Surcharge.

The **Smart Return** system allows you to return the vehicle without a minimum battery level of 80%. You will not be charged any recharging fees. This service can be purchased before the pick up for 35€/rental.

Charge for EV Cable Not Returned: All electric vehicles are delivered with an EV cable for charging the vehicle. If the cable is not returned with the vehicle by the client at the moment of check-in, Goldcar will levy the so-called 'Charge for EV Cable Not Returned', for the amount of €363 including VAT (for the Canary Islands the charge will be €345 including IGIC), as an express penalty clause

You must charge the vehicle using the cable supplied by Goldcar. If you use an unsuitable cable, you will be charged for any damage caused to the vehicle.

Any use of public charging stations must comply with their terms and conditions.

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8.- INSURANCE AND COVERAGES

8.1 Compulsory insurance, Goldcar Basic Cover

Rental rates include compulsory motor insurance cover and supplementary third-party liability cover for damages and losses caused to third parties arising from the use and operation of the vehicle.

This cover is guaranteed and provided by the insurer with whom Goldcar has taken out the relevant insurance policy, and is subject to the general and specific terms and conditions of that policy and to the law. By signing the hire agreement, the customer is covered as an insured party under the aforementioned policy, the terms and conditions of which are available to them.

Hire rates also include GOLDCAR BASIC COVERAGE, which covers damage to the vehicle resulting from:

- a) a collision,
- b) theft,
- c) and accidental fire or vandalism

At certain branches, Goldcar's Basic Cover includes an excess for such damage, for which the customer is directly liable (see the Specific Terms and Conditions on page 1 of this contract). This excess must be covered (i) by providing the relevant security deposit or (ii) by taking out Additional Cover. Goldcar's Basic Cover shall be valid provided that the following conditions are met:

- a) In the event of a collision, the customer must send Goldcar, within forty-eight hours of the incident occurring, full details of the other party and any witnesses, by completing an accident report in the form of an 'Amicable Accident Report' (DAA), detailing the registration 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 of which must be signed by the two drivers involved in the accident; or, if this is not available, the 'Accident Report', which will be provided by Goldcar.
- b) That the insurance company does not reject the claim on the grounds that the vehicle was not being driven in accordance with the physical and mental conditions required by the Highway Code.
- c) That the collision, theft, fire or act of vandalism did not occur during unauthorised use, as set out in clause 10 of these general terms and conditions.
- d) That the customer has notified Goldcar of the collision, theft, fire or act of vandalism affecting the vehicle within forty-eight hours of the incident occurring, providing the relevant documentation (accident report, police report, etc.).

The following are EXPRESSLY EXCLUDED FROM THIS COVERAGE:

- a) Damage to tyres, alloy wheels, the vehicle's interior, exterior wing mirrors, windows and underbody.
- b) Punctures and blowouts.
- c) Damage to the clutch and gearbox.
- d) The days the vehicle is out of service pending repair.
- e) Towing costs.
- f) Battery recharging.

8.2 Additional Protection

Rental rates do not include ADDITIONAL COVERAGE, which covers damage expressly excluded from Goldcar's Basic Cover. This cover can be taken out at the time of collection and will only be valid if the customer meets the conditions set out above in the event of damage to the vehicle.

In order to reduce the deductible, the Customer may purchase the following additional protection services, valid during the period of the Agreement, which can be contracted at the time of picking up the vehicle or at the time of booking. Only the Customer and/or drivers authorized by Goldcar can benefit from these optional protections.

a) Relax Cover:

Optional service provided by Goldcar that eliminates the deductible for bodywork damage and reduces the guarantee deposit to €300.00 (three hundred euros). This cover also includes basic roadside assistance.

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Likewise, when subscribing to Relax cover, the costs associated with the vehicle's immobilization, in the event of an accident, will not be applied.

b) Super Relax Cover:

Optional service provided by Goldcar that completely eliminates the deductible and the need for a deposit. Therefore, the Customer will not have any amount retained on their bank card. The purchase of the Super Relax Cover does not eliminate the need to leave other deposits which may be mandatory according to the Particular Rental Conditions, the General Rental Conditions, and the Special Terms and Conditions, including the deposits regarding the Toll Service and fuel.

This cover also includes basic roadside assistance.

c) Mega Relax Cover:

Optional service provided by Goldcar that completely eliminates the deductible and the need for a deposit. Therefore, the Customer does not have any amount retained on their bank card. The purchase of the Mega Relax Cover does not eliminate the need to leave other deposits which may be mandatory according to the Particular Rental Conditions, the General Rental Conditions, and the Special Terms and Conditions, including the deposits regarding the Toll Service and fuel.

This cover also includes premium roadside assistance.

d) Mega Relax Plus Cover:

In the case the customer takes out Mega Relax Plus supplementary cover, they will receive premium roadside assistance together with our comprehensive personal accident insurance. They will also benefit from exemption from the administrative costs of the penalty for damage and/or theft of the vehicle. This service can only be taken out in person at Goldcar offices; it is not available for purchase on the website or through other channels.

See the complete information on what is covered in Annex ['Insurance and additional covers](#).

9. OBLIGATIONS OF GOLDCAR

Goldcar must:

- a) Inform the Customer in advance of the charging of the guarantee deposit for damage to the vehicle and proof of the same;
- b) Ensure the provision of a free assistance service to the Customer, available 24 hours a day, to report anomalous situations that occur during the execution of this Agreement;
- c) Ensure the provision of equivalent service or the availability of a superior vehicle in the event of unavailability of the previously contracted or reserved vehicle, or of breakdown, at no additional cost to the Customer.

10. OBLIGATIONS OF THE CUSTOMER

The Customer must:

- a) Pay, as soon as requested by Goldcar, all amounts arising from the signing of this Agreement;
- b) Ensure that the vehicle is properly closed when not in use;
- c) Ensure that the vehicle is supplied with adequate fuel;
- d) Do not smoke inside the vehicle;
- e) Contact Goldcar in the event of a vehicle breakdown and obtain its prior agreement for repairs;
- f) Reset all applications and multimedia features accessible in the vehicle, in accordance with clause 4.1.

The Customer undertakes not to use or allow the use of the vehicle:

- a) To transport passengers or goods in violation of the law;
- b) For sporting events or training, whether official or not;
- c) By any person under the influence of alcohol, drugs or any other substance that, directly or indirectly, reduces their perception and ability to react;
- d) By drivers not identified in the Special Terms and Conditions of this Agreement;
- e) Outside the national territory, without express authorization from Goldcar for this purpose;
- f) In any of the situations provided for in Clause 17.

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11. ACCIDENTS AND CHANGES TO THE CONDITION OF THE VEHICLE

In the event of an accident or change to the condition of the vehicle, the Customer undertakes to adopt the following procedures:

- a) Inform Goldcar and request the presence of police authorities in any and all accidents, theft, robbery, fire, damage caused by animals or any other accidents, within a maximum period of 48 hours, except in duly justified cases of force majeure;
- b) Obtain the names and addresses of the people involved in the road accident and any witnesses, except in duly justified cases of force majeure;
- c) Do not abandon the vehicle without taking appropriate measures to protect and safeguard it, except in duly justified cases of force majeure;
- d) To send Goldcar a filled accident report form (Amicable Accident Report – DAAA), with the information he has regarding the occurrence, including the report elaborated by the police authorities, stating the number plate, the name and address of the third party, the circumstances of the collision, a sketch of the accident, the name of the third party's insurance company and, if possible, the number of the insurance policy. All documents must be signed by the drivers involved in the accident. If there is no accident report form, the parties must complete a Claims Report ('AXA Claim SPAL') that will be provided by Goldcar.

The protections described in Clause 8 do not take effect in the event of an accident due to:

- a) Excessive speed;
- b) Driving under the influence of alcohol or narcotic products;
- c) Improper use of the vehicle, particularly in places and for purposes other than those for which it was intended, such as driving on unpaved roads and paths, forestry paths, mountainous terrain and beaches;
- d) Use in sports events or training, whether official or not;
- e) Transport of goods above the limit set out in the technical specifications and/or in the Single Automobile Document.

Failure to comply with this clause or the items set out in the second paragraph of Clause 10 renders the Customer responsible for all expenses incurred in repairing the vehicle and compensation corresponding to the period of its immobilization.

12. MILEAGE LIMIT

According to the rental office and depending on the durations, different mileage specifications apply. For all the details, see clause 4 in the Specific Rental Terms and Conditions.

13. ONE-WAY RENTALS

Subject to the availability of Goldcar rental stations, the Customer can return the vehicle to a station other than the one from which it was picked up.

If this method of return is chosen when concluding the rental agreement, the corresponding amount will already be included in the rental price, as specified in the Special Terms and Conditions. In any case, please see Annex **"One ways fees"**.

If the Customer chooses, after the conclusion of the Agreement, to return the vehicle to a station other than the one where he picked it up, he must confirm the availability of the station directly with Goldcar prior to the return, and will be charged an additional fee at the time of return.

Returning the vehicle to a location other than that referred to in the Specific Terms and Conditions, without confirmation from Goldcar in accordance with the previous paragraph, will result in a cumulative charge of the following amounts:

- a) rental amount corresponding to the days necessary to recover the vehicle and make it available to Goldcar, until it can be rented again;
- b) compensation for economic losses caused by the immobilization of the vehicle;
- c) the costs of travel, towing, repatriation, tolls and storage of the vehicle - when applicable -, to the place agreed in the Special Terms and Conditions for its return, as set out in Annex **"Damages and accessories price list by car group"**.

Goldcar reserves the right to take the necessary legal action in any case of disappearance or non-return of the vehicle.

14. DEPOSIT

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Except in the event of the Customer taking out optional additional cover, the Customer shall deposit a deposit at the time of delivery of the vehicle, the amount of which is defined in clause 6 of the Specific Rental Conditions and which shall represent a proportional part of the Excess that the Client shall pay for the rental.

In the event of an extension of the Contract, the initial amount of the security deposit shall be increased according to the number of additional days.

The security deposit blocked (credit card) or charged (debit card) shall be released or refunded to the Customer after the return of the vehicle, and once Goldcar has verified the good condition of the vehicle and the proper execution of the Contract. If the deposit is deposited with a credit card, the maximum blocking period is 30 working days from the start of the rental. In case of using a debit card, the maximum time for the return of the deposit is 15 days after the return of the vehicle.

The security deposit will be partially or totally retained in the event of breach of the Contract, until the penalties or amounts attributable to the Client are covered and the Customer may be charged up to the amount of the Excess indicated in the table in clause 6 of the Specific Rental Conditions, unless the latter has contracted the optional complementary cover. If two credit cards are presented, the deposit amount will be split between them.

In addition, the customer must pay a deposit equal to the value of a full tank, which will be refunded when the vehicle is returned once an inspection has been made to verify correct compliance with the conditions of this system according to clause 7 of the General Rental Conditions.

15. AUTHORIZED DRIVERS

Only the driver identified in the rental Agreement, or drivers duly authorized by Goldcar, may drive the vehicle.

For each additional driver of the vehicle, an additional amount must be paid, as described in subparagraph g) of clause 6 of the Specific Terms and Conditions.

If the vehicle is driven by a driver not identified in the Agreement and duly authorized to do so by Goldcar, the Customer will be responsible for any damage caused to the vehicle by said driver.

16. AFTER HOURS RETURN

Please note that your rental agreement does not automatically end when you return the vehicle keys. The vehicle will remain in the parking lot until the Goldcar station opens to inspect the vehicle and finalize your rental agreement. Therefore, Goldcar reminds you to park the vehicle in the designated area in a way that does not pose a danger to others or obstruct traffic. The vehicle documents should remain in the glove compartment. Since the vehicle will be inspected at a later time, during the station's opening hours, Goldcar recommends that you take photos of the vehicle before dropping off the keys to document its condition and the time of return.

17. NON-AUTHORISED USE

Unauthorized use by the Customer will be considered a contractual breach, automatically terminating the Rental Agreement unless otherwise stated by Goldcar. In this situation, the Customer must immediately return the vehicle to the location indicated, under penalty of it being removed, in accordance with the law, at his expense, and Goldcar shall be entitled to request compensation for damages and losses and to exercise the appropriate legal actions for the immediate recovery of the vehicle.

It is the customers' duty to use the vehicle with due diligence, in line with its characteristics, and to obey the current Highway Code and remaining legislation, avoiding any situation that might cause damage to the vehicle or to third parties.

Likewise, it is the Customer's duty not to allow anyone other than those authorised under this Agreement to drive the vehicle. The Customer is liable for any damage or loss to the vehicle or to third parties arising from a breach of such terms.

Failure to comply with the provisions of these sections will be construed as non-authorized use.

The Customer is fully liable for damage to the exterior and interior of the vehicle due to non-authorized use and must pay any expenses incurred as a result of misuse.

Non-authorized use includes, but is not limited to, the following cases, given by way of example:

a) Pushing or towing another vehicle.

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- b) Driving in areas not suitable for automobile circulation or in which this is not authorized, such as beaches, racetracks, forestry roads, private roads, back roads, dirt roads, gravel roads or roads that are not suitable for automobile circulation.
- c) Driving on unpaved roads or very poorly paved roads that could cause damage to the underside of the vehicle.
- d) Driving the vehicle in restricted areas, such as airport roads and other roads for aeronautical and/or military use.
- e) Transport the vehicle on board of any type of boat, ship, train, lorry or aeroplane unless express written authorization has been given by Goldcar.
- f) Negligent behavior regarding the information transmitted on the instrument panel or when the vehicle's indicators show an alert.
- g) Transport of goods or animals and substances that are hazardous, inflammable and/or poisonous for the vehicle and its occupants.
- h) The transport of individuals or goods for which the Customer receives a direct or indirect payment.
- i) Sublease, mortgage, pledge, sale or any type of guarantee, in relation to the vehicle as a whole or any of its components, keys, documents, tools, or any of its accessories.
- j) Using the vehicle for unlawful activities.
- k) Transporting a number of passengers and amount of luggage not authorized for the vehicle.
- l) Manipulation of the odometer. The Customer must report any malfunction of the odometer to Goldcar immediately.
- m) Transport of luggage or any other item on the vehicle's roof, even when an adequate luggage rack is used for the purpose.
- n) Dirtying the inside of the vehicle beyond what would be expected from reasonable and careful use.
- o) Driving the vehicle when tired, ill and under the influence of alcohol, medicine or drugs.
- p) Using the vehicle to give driving lessons under any circumstance and/or to teach special driving techniques.
- q) Driving against the traffic regulations.
- r) The vehicle is driven by a person who is not authorized to do so.
- s) Continue using the vehicle after the rental period has ended.

18. AGE AND DRIVING LICENSE

To conclude the Agreement, the Customer must be at least 21 years old, in which case the Customer must have held a driver's license for at least one year, regardless of age. If the Customer is between 21 and 24 years old, an additional cost, based on the age of the driver, the vehicle category, the date of issue of the driving license and the duration of the rental agreement, will be charged, as indicated during the booking process and in clause 1 of the Specific Rental Conditions.

19. JOINT LIABILITY

All authorized additional drivers are jointly liable for the Customer's obligations under this Agreement and the relevant laws that are applicable to same.

20. THEFT AND LOSS OF PERSONAL BELONGINGS

Goldcar is not to be held liable for items stolen, forgotten or lost inside the vehicle.

21. COMPULSORY APPROVED CHILD RESTRAINTS

Customers must notify Goldcar when children under three years old or older, but that are under 1.5 meters in height, will be riding in the vehicle, so Goldcar can provide an approved restraint, for the correspondent fee, for the weight and height of the person who will use it. The Customer is responsible for installing the restraint.

22. PERSONAL DATA

Goldcar, in accordance with Regulation (EU) 2016/679, of the European Parliament and of the Council, of 27 April 2016 (GDPR) and Law No. 58/2019, of 8 August, which ensures the execution, in the national legal order, of Regulation (EU) 2016/679 of the Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and the free movement of such data, informs the following:

22.1. The entity responsible for processing personal data provided under the Agreement is EMobG Services Spain, with headquarters at Camino del Campet s/n. (Ctra. Valencia N-332, Km 115) 03550, Sant Joan d'Alacant, Alicante.

22.2. The purposes of processing personal data are:

- a) the creation and management of the Customer account;
- b) the conclusion and execution of this Agreement, as well as the management of the Customer's reservation;
- c) the management of commercial documents;
- d) the verification of the driving license of the Customer and Additional Drivers;
- e) combating credit card fraud;

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- f) the verification that the Customer is not registered on a Sanctions List (namely any list of designated individuals issued and amended from time to time by: (a) the U.S. Government, including the list of Specially Designated Nationals and Persons Blocked (or "SDN") including OFAC'S and lists maintained by the U.S. Department of State; (b) the United Nations Security Council, (c) the European Union and any Member State (including the EU Consolidated List of Persons subject to EU financial sanctions); and (d) by the United Kingdom (including the consolidated list of financial sanctions targets issued by the United Kingdom Office of Financial Sanctions Implementation ("OFSI"));
- g) carrying out satisfaction surveys to improve your experience with our products and services;
- h) real-time conversation on the Goldcar website;
- i) business development and marketing purposes;
- j) management of fines for infractions of road rules;
- k) the management and maintenance of personal data from a list of customers who pose certain risks to Goldcar's business and/or our employees, with regard to: – payment incidents that result in legal proceedings; – road accidents or repeated damage; – inappropriate or abusive conduct towards our employees or our customers; – use of our vehicles in violation of the General Rental Conditions.
- l) video surveillance at Goldcar facilities;
- m) analysis of navigation data on the Goldcar website and mobile application.

22.3. The processing of personal data for the purposes of subparagraph i) of the previous paragraph depends on the consent of the Customer.

22.4. The processing of personal data for the purposes of the remaining paragraphs is based on the execution of the Agreement, on the compliance with legal obligations by Goldcar and its legitimate interest, as well as, when applicable, the Customer's consent.

22.5. Personal data may be transmitted to third parties for the following purposes:

- a) Ensure compliance with any legal obligations to which Goldcar is subject, namely judicial authorities, criminal police bodies, tax and customs authorities and regulatory entities, namely the Mobility and Transport Authority;
- b) Processing of payments made;
- c) Management and processing of claims occurring during the rental period;
- d) Internal administrative purposes, involving companies in the Goldcar Group.

22.6. Goldcar will retain the personal data processed considering the specific purposes for which they were collected.

22.7. At any time, the Customer has the right to access his personal data, as well as, within the limits of the Agreement and the GDPR, to rectify them, object or restrict their processing, decide on the automated processing of data, withdraw consent, request the erasure of data and exercise other rights provided for in current legislation, with the exception of data that are essential to the execution of the Agreement, and as such, must be provided, or essential to the fulfillment of legal obligations by Goldcar.

22.8. If the Customer withdraws their consent, this shall not affect the lawfulness of the processing carried out up to that date.

22.9. The Customer will be notified, in accordance with the terms set out in the GDPR, in the event of a breach of their personal data that could pose a high risk to their rights and freedoms.

22.10. The Customer may lodge complaints with the Portuguese Data Protection Authority (CNPD).

22.11. For more information about data processing, please read our Privacy Policy, available [here](#).

23. COOKIES POLICY

To find out about the cookies we use on our website and mobile application, you can access our Cookies Policy, [here](#).

24. CUSTOMER SUPPORT AND DISPUTE RESOLUTION

For any information requests, suggestions, claims, or complaints, you may contact Goldcar's directly by post, addressed to the Customer Service Department at GOLDCAR SPAIN S.L.U., Camino del Campet s/n (Ctra. Valencia N-332, Km 115), 03550 Sant Joan d'Alacant, Alicante, or via the 'customers' section of the website, [here](#).

You may also submit any request, complaint or claim to the Customer Service Department at GOLDCAR SPAIN S.L.U via telephone, email, or web form—which can be accessed through the "Help" section of the website <https://www.goldcarhelp.com/>.

In cases where the Customer, in their capacity as a 'consumer' (in accordance with applicable regulations), is not satisfied with the response provided by the Customer Service Department, they may, free of charge, refer the matter to an out-of-court consumer dispute resolution body (arbitration or mediation) by contacting the following address: [Alternative dispute resolution for consumers](https://www.dsca.gob.es/es/consumo/como-reclamar-conflicto-consumo), or submit a complaint to a Municipal Consumer Information Office (OMIC) <https://www.dsca.gob.es/es/consumo/como-reclamar-conflicto-consumo>.

25. APPLICABLE LAW AND JURISDICTION

This contract shall be governed by and interpreted in accordance with Spanish law. Goldcar declares its intention to resolve any dispute peacefully. Should this not be possible, any dispute between the parties shall be submitted to the courts and tribunals of the town corresponding to the consumer's place of residence, in accordance with current legislation; or to the courts and tribunals of the city of Alicante where the contracting party is a business.

26. FEES

- a) The amount of €150.00 (one hundred fifty euros) as a toll service deposit, to ensure compliance with the obligations set out in Clause 16 of this Agreement;
- b) The value of €50.00 (fifty euros), for the vehicle refueling service and the value of the missing fuel, calculated in accordance with the maximum price per liter in force on the date of return;
- c) The amount related to the purchasing of additional protections under clause 8;
- d) The value of €40.00 (forty euros) as administrative expenses corresponding to Goldcar's duty to identify the Customer, in the cases of violation of traffic rules;
- e) The value indicated in the table below, as according to Clause 1 of the Specific Rental Conditions, if the driver is under 25 years old
- f) The value of €10 (ten euros) per day, for each additional driver, which must be duly identified in the Agreement;
- g) The amounts indicated in the document of Supplements and Extras, when the Customer rents any additional equipment;
- h) The additional value per kilometer if a mileage limit is defined in the Specific Terms and Conditions.
- i) The specific value for one-way rentals depending on the locations;
- j) The amount of €40.00 (forty euros) due for delivery of the vehicle after hours;
- k) "Cross-Border" protection, in the amount of €12.00 (twelve euros) per day;
- l) "Cross Border Penalty Authorized Country", in the amount of €15.00 (fifteen euros) per day;
- m) The amount of €40.00 (fourty euros) for a traffic fine management fee;
- n) The amount of €60.00 (sixty euros) for the pick-up of the vehicle at a different office due to the redirection of the Customer's flight to a different airport;
- o) The amount of €50.00 (fifty euros) for the return of the vehicle without the relevant papers which it had during pick-up;
- p) The amount of €300.00 (three-hundred euros) for the "Cross Border Penalty Non Authorized Countries".
- q) The amount of €120.00 (one-hundred and twenty euros) for the breakage, damage, loss, deterioration, missing or non- return of the compulsory approved child restraint device.
- r) The amount of €12.00 (twelve euros) for the breakage, damage, loss, deterioration, missing or non-return of the cover of the compulsory approved child restraint device. All amounts include the applicable taxes.

27. GOLDCAR SPAIN S.L.U

(Hereinafter, "Goldcar") with registered address at Camino del Campet s/n. (Ctra. Valencia N-332, Km 115) 03550 San Juan de Alicante, Spain, fax number: 965651672 and email address: esinfo@goldcar.com, Tax ID number: B-03403169 and listed in the Spanish Trade Register 28/11/28, Volume 1021, Book 433, Section 2-A, Page 53, Sheet 15.257, is the owner of this website which is made available to users for the purpose of providing information on products and services offered and facilitating access to the same, its legal representatives are Helder de Carvalho and Gerardo Miguel Bermejo Marban.

The use of this website, which is regulated by this document, confers the status of User and implies acceptance of the conditions contained in the version published at the time of access. Goldcar reserves the right to modify, at any time, the layout and configuration of the website, as well as its Legal Notice. Likewise, it may temporarily suspend its services <https://www.goldcar.es/en-gb/>, without prior notice. GOLDCAR SPAIN S.L.U. recommends the user to read the Legal Notice each time he/she accesses the website.

For the purposes of current regulations regarding personal data protection and the Spanish Law on Information Society Services and e-commerce (LSSI) 34/2002 or its regulatory equivalent in each country where Goldcar operates, the user is informed that Goldcar holds an automated personal data file, for the purpose of maintaining and managing the contractual relationship with the Lessee, and to facilitate the information and marketing of the vehicle rental service or other related activities.

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Likewise, it offers information on how to exercise your rights of access, rectification, erasure and objection to the processing of your data, by submitting a written subject access request to the addresses indicated below, depending on the territory where the rental service is rendered, or by email to dpo@goldcar.com. Goldcar is committed to fulfilling its obligation of secrecy with regard to personal data and its duty to protect them and take the necessary measures to prevent alteration, loss, or unauthorized access, taking into account at all times state of the art.

In the event that this online reservation does not materialise, the personal data will be erased due to forfeiting the purpose for which they were collected, in line with current data protection regulations.

ANNEX

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[Alternative Dispute Resolution Entities – Information to the Consumer](#)

[Supplements and Extras](#)

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[Covers comparison](#)

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