R. Conde Carvalhal 30,
9060-182 Funchal

Terms and Conditions — Revision 9

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1. Definitions

In this agreement, unless the context says otherwise, the following expressions shall have the following meanings:

1.1 “the COMPANY” and “we” means Stonesman Developments, LDA Trading As ‘Stones Rent-A-Car’;

1.2 “the RENTER” or “you” means the renter and includes the driver of the vehicle;

1.3 “the DRIVER” means you and/or the driver and/or the additional driver as stipulated;

1.4 “the VEHICLE” means the vehicle/s identified in this document or any other replacement vehicle provided to you by us (including the vehicle's document, keys, tires, tools, and accessories supplied with the vehicle);

1.5 “the RENTAL PERIOD” means the period between the “Date out” and the “Termination Date and Time” as specified, or if such period is extended, the time and date entered on the COMPANY records;

1.6 “the RATES” means our rates charged from time to time and/or in terms of the rates published and amended from time to time, applicable to the vehicle rented in terms of this agreement, and which are available at our offices;

1.7 “Fully Comprehensive Cover” shall mean that as part of the total rental fee, the COMPANY's insurance policy covers the RENTER for Collision Damage, Theft Liability, Third Party Liability, and Own Damage to the VEHICLE, as detailed in this agreement. The RENTER's financial responsibility is limited to the exclusions detailed in clause 5.2 and the restrictions on authorized drivers as per clause 3.10. The full terms and conditions of the COMPANY's insurance policy providing Fully Comprehensive Cover are available for review upon request by the RENTER.

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2. Risk and Delivery

2.1 The vehicle shall be at your sole risk from the date and time of delivery of the vehicle until the vehicle is returned to us. You undertake to return the vehicle in the same condition as received, fair wear and tear accepted. Upon delivery, you and the COMPANY will conduct a joint inspection of the vehicle. Any existing damage or defects must be documented in writing at this time. Failure to document existing damage at the time of delivery will not result in the RENTER being liable for said damages under the terms of the Fully Comprehensive Cover (clause 1.7).

2.2 You shall return the vehicle, on the expiry or termination of this agreement, at your expense to our authorized representative at the COMPANY Office described or such location as agreed to by us and confirmed in the COMPANY records. The renter acknowledges that failure to return the vehicle in terms of this agreement shall constitute illegal possession, and the COMPANY may repossess the vehicle wherever it may be found and from whosoever is in possession thereof.

2.3 If the renter or the driver or any nominated person returns the vehicle to COMPANY, the renter, driver, or such person shall:

2.3.1 park the vehicle in the COMPANY reserved parking;

2.3.2 ensure that the vehicle is properly locked and secure;

2.3.3 hand the keys of the vehicle to an authorized representative of the COMPANY at the COMPANY office where the COMPANY office is open for business;

2.3.4 leave the keys in the drop safe provided at the offices of the COMPANY where the COMPANY office is not open for business.

2.4 The sole risk of loss or damage to the vehicle shall remain vested in you until such time as we have recorded the return of the vehicle.

2.5 In the event that the vehicle has a tracking device installed, all information obtained by us from such device shall be prima facie proof of all readings and

recordings in respect of such vehicle, and we shall be entitled to utilize it in any legal proceedings.

3. Warranties by You

You warrant that:

3.1 All information given by you to us is true and correct;

3.2 The driver holds a valid driver's license for the vehicle, has not been convicted of any criminal offense which resulted in the endorsement or cancellation of their driver's license, and will not drive the motor vehicle under the influence of alcohol or any other central nervous system stimulant;

3.3 Neither you nor the driver is physically prevented from operating the vehicle safely;

3.4 No person other than the driver and/or additional driver recorded in this agreement shall drive the vehicle;

3.5 The driver will lock the vehicle and activate any burglar alarm or protection system installed in the vehicle when it is not in use and ensure that the keys of the vehicle are properly controlled to be kept either on your person or in your safe custody; The vehicle shall not be used or driven for the conveyance of persons or property for hire, in contravention of or in breach of any law, in any race, speed test or contest, or on roads not properly constructed;

3.6 The vehicle shall not be used or driven in any way which would constitute a breach of any law and/or any of the provisions of this agreement;

3.7 You and/or the driver shall at all times display an absolute duty of care towards the COMPANY in respect of the vehicle, in that you/driver shall ensure that the vehicle shall only be used on suitable roads and conditions in accordance with the type of vehicle hereby rented.

3.8 The vehicle has been rented on the basis that you are not a tour operator or

agent/representative for the COMPANY. You further warrant that the vehicle is being used for leisure travel and not for the conveyance of passengers or freight, or for reward and is not rented for the purposes of a cross-border road transport, as defined by the said Act.

3.9 Neither you nor any third party (authorized or unauthorized) are allowed to use the vehicle in contravention of any Customs and Excise Act.

3.10 The Fully Comprehensive Cover detailed in clause 1.7 is valid only for the DRIVER or any additional driver(s) specifically named in this agreement. If the VEHICLE is driven by any other person, the RENTER shall be held fully liable for all damage or loss, and any costs incurred by the COMPANY, that are not covered by the COMPANY's insurance policy.

4. Payments

4.1 You agree to pay us the following:

4.1.1 The total rental fee, as detailed in our rates, which includes Fully Comprehensive Cover for the VEHICLE during the RENTAL PERIOD. The specifics of the Fully Comprehensive Cover are detailed in clause 1.7;

4.1.2 The cost of any fuel supplied by us, calculated upon the vehicle's return, and any agreed-upon delivery and collection charges;

4.1.3 All traffic fines, e-toll charges, and associated administrative fees, as well as any other taxes, charges, levies, legal costs, and tolls payable by us to any third party arising out of your use of the vehicle;

4.1.4 Any costs incurred by us in recovering the vehicle, including but not limited to towing and recovery charges, and costs for loss or damage, subject to the terms of Fully Comprehensive Cover (clause 1.7) and its exclusions (clause 5.2);

4.1.5 If the vehicle is not returned on the agreed-upon return date, an additional charge for each day or part thereof until the vehicle is returned;

4.1.6 Repair costs for any damage to the VEHICLE not covered by Fully Comprehensive Cover as detailed in clause 5.2. This includes, but is not limited to, damage to the windscreen, tyres and undercarriage under the circumstances specified in clause 5.2;

4.1.7 Any valet cleaning charge, if applicable;

4.1.8 Any accident administration fee, assessor's fee, and traffic offense/toll handling fee, if applicable, and only for incidents not covered by Fully Comprehensive Cover as detailed in clause 1.7

4.2 The total amount due is payable on demand.

4.3 You shall pay all amounts due to us under this agreement on demand. Late payments may incur interest at the maximum rate permitted by law.

5. Liability

5.1 **Insurance Cover (What You Are Covered For)**

As detailed in clause 1.7, the rental fee includes Fully Comprehensive Cover, meaning that the RENTER shall not be held financially liable for any damage or loss to the VEHICLE resulting from the following incidents, as covered by the COMPANY’s insurance policy:

5.1.1 Collision, impact, or overturning;

5.1.2 Fire, lightning, or explosion;

5.1.3 Theft or attempted theft;

5.1.4 Natural phenomena (storm, flood, earthquake);

5.1.5 Vandalism;

5.1.6 Accidental damage to the VEHICLE occurring during normal, lawful, on-road use, except for the exclusions listed in clause 5.2. (“Normal holiday scratches/stone chips, damage to tires, the windscreen, or the undercarriage” are not automatically excluded.)

5.2 **Situations Not Covered by the Insurance (Where You Are Liable)**

The RENTER, however, shall be held fully financially liable for any damage or loss to the

VEHICLE, or any costs incurred by the COMPANY, resulting from any of the following:

5.2.1 Negligent or reckless driving, including but not limited to driving under the influence of alcohol or drugs;

5.2.2 Use of the VEHICLE in violation of any law or for any illegal purpose;

5.2.3 Driving the VEHICLE off-road or on terrain clearly unsuitable for its type;

5.2.4 Damage to tires, the windscreen, or the undercarriage only when caused by misuse, off-road driving, illegal driving, or negligence. Damage that occurs accidentally during normal, lawful on-road use is covered under clause 5.1.6;

5.2.5 Loss of or damage to personal belongings left in the VEHICLE;

5.2.6 Costs associated with towing or recovery of the VEHICLE due to an incident not covered by clause 5.1.

5.3 **In the event of any damage or loss to the VEHICLE, the RENTER agrees to:**

5.3.1 Immediately notify the COMPANY and the appropriate authorities;

5.3.2 Cooperate fully with the COMPANY and the insurance company in any investigation.

6. Extension of Rental Period

6.1 You will be entitled at any time during the initial period to extend the rental period orally, via telephonic communication to any one of our offices.

6.2 This extension will however only be valid if made within 2 (two) hours of the time at which the vehicle is to be returned, together with an additional payment which has been paid/secured.

6.3 This oral extension will be recorded for reference purposes to protect both our rights.

6.4 It is your obligation to obtain a reference number in respect of any valid oral extension.

6.5 We reserve the right to request that the vehicle first be inspected prior to any extension being authorized.

7. Termination

7.1 We shall be entitled to terminate this agreement if you and/or the driver commit any breach of this agreement. We shall then be entitled to the immediate return of the vehicle, and furthermore, any amount then and there owing by you to us will become immediately due, owing, and payable.

7.2 Save for the exclusions detailed in clause 5.2, and the restrictions of clause 3.10 both your and our rights and obligations under this agreement shall continue to be in full force and effect until such time as the vehicle has been returned to us in terms of this agreement and you have complied with your obligations.

8. Civil Disturbance

8.1 The driver shall not take the vehicle into any area or on any road where there is a risk that the vehicle may be damaged, stolen or lost through civil disturbance, riot or any act of political unrest.

8.2 You shall be liable for all damage suffered by us if the driver contravenes this clause for any reason whatsoever.

8.3 Specifically, the "no financial risk" provision in clause 5.1 will no longer apply, and the damage noted in paragraph 8.2 shall be for your full account.

9. Indemnity

9.1 Save as is provided for in law and provided that there was no negligence on our part, the COMPANY shall not be liable for any damage and/or injury and/or death arising out of any defect in and/or mechanical failure of the vehicle, or any apparel therein including, but not limited to, a baby seat, nor for any loss or damages to any property transported in or left in the vehicle, nor for any damages, injury, death, consequential loss, loss of profits, or any other damages which the renter or the driver or any person transported in the vehicle or any other person may suffer arising out of the agreement. You indemnify us in full in this regard.

10. Responsibility after Loss or Damage to Vehicle

10.1 If the vehicle is involved in any accident or collision or is lost or the vehicle or any part thereof is stolen, or is involved in any incident which could prejudice our rights, the driver shall take all such steps to safeguard our interests, including, but not limited to, the following where appropriate:

10.1.1 they shall obtain the name and addresses of everyone involved and of possible witnesses;

10.1.2 they shall not admit any responsibility or liability or release any party from any liability or potential liability, nor settle any claim or potential claim against or by any party, nor accept any disclaimer of liability;

10.1.3 they shall notify the police and us as soon as possible and in any event within 24 (twenty-four) hours of the incident;

10.1.4 within 48 (forty-eight) hours of the incident they shall complete and furnish to us our insurance claim form fully completed;

10.1.5 within 48 (forty-eight) hours of the incident they shall submit a copy of their driver's license to us;

10.1.6 they shall make adequate provision for the safety and security of the vehicle.

10.1.7 they shall cooperate with us and our insurer in any investigation, the lodging or instituting of any claim or action and the defense of any prosecution, claim or action relating to the above.

10.1.8 If the VEHICLE is driven by any person other than the primary DRIVER or an additional DRIVER specifically named in this agreement, that person is an unauthorised driver. In that event, the RENTER is liable for damage, loss and associated costs arising from such unauthorised use to the extent not covered by the COMPANY's insurance policy, subject to applicable law and clause 3.10. Where the RENTER is not the person driving, the RENTER shall ensure that each named authorised DRIVER complies with the notification and cooperation obligations in this clause 10. The RENTER and each named DRIVER must promptly forward to the COMPANY any notice of claim, demand, summons or similar document received in connection with an incident. A named primary or additional DRIVER is not an unauthorised driver merely because that person, rather than the RENTER, was driving.

10.1.9 the driver shall not be entitled to effect any repairs to the vehicle whether mechanical, structural or otherwise without the prior written consent of the COMPANY.

10.2 The RENTER is not liable for any damage to the vehicle covered by the Fully Comprehensive Cover as detailed in clause 1.7. However, we reserve the right to claim for all damages resulting from this rental that fall under the exclusions listed in clause 5.2. This claim will be made within a reasonable period from the date of termination of this rental.

11. General

11.1 You acknowledge that ownership of the vehicle shall at all times remain vested in us, or the true owner of the vehicle.

11.2 You shall not be entitled to cede or assign any of your rights and obligations under this agreement or to sublet or part with possession of the vehicle, its tools or equipment or any part of it.

11.3 Fuel is not included in the rental price. The RENTER may choose Full to Full (return the VEHICLE with a full tank or pay for missing fuel plus a refuelling service fee) or Prepaid Fuel (return with any fuel level, without a refund for unused fuel). The fuel level is recorded at collection. The COMPANY's Fuel Policy provides the full conditions, including correct fuel use and refuelling charges.

11.4 Any tampering by you with the odometer of the vehicle will be regarded as fraud. Where required in determining the rental charges, the distance driven by you or the driver shall be measured from the odometer installed in the vehicle. If such calculation is not practical or possible for any reason whatsoever, the calculation shall be done by such other reasonable method as we may determine, and you shall be obliged to furnish all such information and assistance as we may reasonably require for that purpose.

11.5 If the RENTER is not the DRIVER, the RENTER and the DRIVER shall be jointly and severally liable for amounts properly due under this agreement, subject always to the Fully Comprehensive Cover, its exclusions and the authorised-driver provisions in clauses 1.7, 3.10, 5.1 and 5.2. This clause does not create liability for damage covered by the Fully Comprehensive Cover.

11.6 Please be advised that although we shall use our best efforts, we are unable to guarantee the delivery of the vehicle to you at a particular time due to possible circumstances beyond our control. In the event that we are unable to do this, we shall endeavor to make alternative arrangements until such time as we are able to deliver a vehicle to you.

11.7 Save as otherwise stated in this agreement, any addition to, alteration, or cancellation of this agreement shall be null and void unless agreed upon by us in writing.

11.8 Any dispute arising from or relating to this agreement shall be subject to the jurisdiction of the courts competent under applicable Portuguese and European Union law. Nothing in this clause shall restrict any mandatory rights of the RENTER as a consumer, including rights relating to jurisdiction or access to alternative dispute resolution where applicable.

11.9 For notices under this agreement, the RENTER designates the postal address and email address provided in the booking or rental agreement. The RENTER must promptly notify the COMPANY of any change to those contact details. This provision does not restrict any mandatory notice or consumer rights under applicable law.

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11.10 A certificate of any Director, Manager or Accountant of ours as to the amount owed by you to us shall on the face of it constitute proof of the amount owing.

11.11 This document contains the entire agreement between the parties regarding the matters contained herein, and the COMPANY shall not be bound by any undertakings, representations, warranties, promises or the like not recorded herein, unless otherwise stipulated by law.

11.12 It is agreed that each clause of these terms and conditions is severable, one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, the remaining clauses shall continue in force.

11.13 The RENTER consents to any credit or information check that becomes necessary, to the extent permitted by applicable law.