



GENERAL CONDITIONS OF RENTING A VEHICLE WITHOUT DRIVER

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SUMMERTENDENCY LDS, having its registered office at Sines Tecnopolo, ZIL II Lote 122, 7520-309 Sines, with a share capital of €5000,00 (five thousand euros), registered in Conservatória do Registo Comercial de Lisboa, which uses the commercial designation of SURFINPORTUGAL, as the rental company (hereinafter referred to as SURFINPORTUGAL) enters into a contract with the tenant identified in the Application Form (hereinafter referred to as CLIENT) for a vehicle hire without driver (hereinafter referred to as CONTRACT), which is governed under the following terms and conditions:

SECTION ONE

(Object)

- 1.The CONTRACT concerns with the hire of a Volkswagen branded vehicle, model kastenwagen split screen, chosen by the CLIENT or similar upon availability of vehicles (hereinafter referred to as VEHICLE).
- 2.Any rental order subscription of a VEICHLE, done by a CLIENT through a phone call, an email or an online filling out application form is considered a business proposal for the purposes of articles 224º, n. º 1, 228º and 230º of the Portuguese Civil Law, since SURFINPORTUGAL receives it and accepts it by sending an email confirmation to the CLIENT, without prejudice to the right to its amendment or termination under the terms and conditions specified in the CONTRACT.
- 3.The VEICHLE is intended to be used exclusively in the national territory (Portugal), along the coastal zone, between Nazaré and Sagres, with limited circulation to a maximum daily extension of 150 (one hundred fifty) kilometers.

SECTION TWO

(VEICHLE Terms of Use)

- 1.The VEHICLE can only be driven by CLIENT(S) identified(s) in the application form and authorized by SURFINPORTUGAL, that comply the conditions of this Section, under penalty of exclusion from insurance coverage and breach of the CONTRACT.



2.The Client must hold a valid driving license with at least 3 (three) years, that enables the driver to drive the VEHICLE in national territory, without prejudice from SURFINPORTUGAL authorize the VEHICLE to be driven by a driver with a driver license less than 3 (three) years, upon payment of an additional supplement for the insurance and /or strengthening of the guarantee.

3.The rental can be refused to those who do not offer guarantees of trustworthiness.

4.The CLIENT undertakes to adhere to the liability insurance covering the risks of the VEHICLE and its use.

5.If there is more than one CLIENT signing the CONTRACT, responsibility must be shared between them.

SECTION THREE (Price and Payment)

1.The rental price is expressed in days, according to the rates at the date of execution of the CONTRACT.

2.When the subscription of the VEHICLE rental order takes place, the payment is made in advance, in accordance with and by means indicated in SURFINPORTUGAL online platform(s).

3.All additional eventual costs, particularly due to excessive mileage, extra days and the penalties of the CONTRACT became due immediately and must be paid upon delivery of the VEHICLE.

4.The CLIENT undertake further to pay SURFINPORTUGAL a deposit minimum of € 250€,00 (two hundred and fifty euros) variable on the length of the rental, to the accession of the optional damage coverage of the VEHICLE and for those whose driving license has less than three (3) years, intended to guarantee the payment of penalties, costs and damages, this shall be paid in cash or check and maintain its validity throughout the duration of the CONTRACT and to the delivery of the VEHICLE.

5.If the CLIENT is on late payment, SURFINPORTUGAL has the right to require, as a penalty, an amount equal to fifty percent of the amount owed, even though the CONTRACT is resolved for non-payment.

SECTION FOUR (Rental Duration)

1.The period chosen by the CLIENT at the time of a subscription of an hire order, is unique and with no renewals, having been established jointly, on behalf of SURFINPORTUGAL and CLIENT.

2.Notwithstanding the preceding paragraph, SURFINPORTUGAL and the CLIENT may agree in writing that the term of the CONTRACT is renewed, not linking SURFINPORTUGAL to any verbal statements that are not subsequently confirmed by email.

3.The CLIENT may terminate the CONTRACT during its term and before the deadline, getting bound to pay the price due to the expiry of the contract period.



SECTION FIVE (Vehicle and Equipment)

1. Upon receipt of the VEHICLE, the CLIENT acknowledges that it has been delivered with a full fuel tank, normal levels of oil and tire pressure, in perfect condition, clean and working without any apparent defects or abnormalities except those identified and included, in the available form completed upon delivery of the VEHICLE to the CLIENT.
2. VEHICLE is equipped with the material indicated on the appropriate form filled upon delivery of the VEHICLE to CLIENT (hereinafter EQUIPMENT).
3. Non resident CLIENTs can include in the EQUIPMENT list a smartphone.
4. The smartphone that integrates EQUIPMENT has a voice and data contract with a national mobile communications operator, which is intended to establish voice communications and data exclusively with the list of contacts provided by SURFINPORTUGAL and access websites and applications available until the limit of the amount contracted. The CLIENT has possibility to order an increase of the amount during the term of the CONTRACT.
5. The CLIENT is not entitled to receive any refund for not using the entire amount contractor, nor is it permitted to use the smartphone outside the scope of the preceding paragraph, unless with an authorization from SURFINPORTUGAL otherwise a payment will be charged to the CLIENT from SURFINPORTUGAL as a penalty, with a sum equivalent to twice the amount charged by the Operator to SURFINPORTUGAL during the term of the CONTRACT and to the delivery of the VEHICLE.
6. SURFINPORTUGAL will not be liable in any way for any absences of network coverage, operator or failures attributable to flaws and defects of the EQUIPMENT.
7. The loss or deterioration of the EQUIPMENT implies a CLIENT payment to SURFINPORTUGAL, upon delivery of the VEHICLE. The amount is the unit price of the same, as indicated on the form referred to in paragraph 2 of this Section and available for consultation at SURFIN PORTUGAL online platform.
8. All identified damages on the VEHICLE which have not been previously registered in the document identified in no 1 of this Section and not covered by insurance will be charged to CLIENT.

SECTION SIX (Limitations on Use of Vehicle)

1. The VEHICLE cannot be driven by any driver besides the identified CLIENT in the form and expressly authorized by SURFINPORTUGAL.
2. It is expressly forbidden to use the VEHICLE under the following conditions:
 - a) Outside the territorial limits of Portugal (continental) and outside the coastline between the city of Nazaré and the municipality of Sagres, unless prior authorization is given under writing by SURFINPORTUGAL;
 - b) More than fifty (50) kilometers away to the east of the coastline defined in the preceding paragraph, unless prior authorization is given under writing by SURFINPORTUGAL;



- c) If the distance exceeds 150 (one hundred fifty) kilometers per day, considering a period of 24 (twenty four) hours;
- d) On speeds over 80 (eighty) Km / hour, even if the speed limit allowed on site is greater and at anytime the VEHICLE is subject to the speed limits imposed by applicable standards or level crossings by local signaling;
- e) To carry more than 6 passengers;
- f) Be paid for transportation of passengers or goods;
- g) To propel or tow any vehicle, trailer or any object;
- h) To participate in any kind of sports events or competitions;
- i) In any circumstances which may lead to an over usage of the VEHICLE;
- j) In violation of any rules from the Portuguese legislation;

1.The VEHICLE is equipped with a device that allows its location for safety reasons and is also intended to assess compliance with the limits set out in a) to d) above, for purposes of the penalty provided for in Section Eleventh, without prejudice to the right of SURFINPORTUGAL to resolve the CONTRACT based on breach.

2.The CLIENT is jointly and severally liable for the acts committed by passengers and users of the VEHICLE.

3.The CLIENT is responsible for VEHICLE conservation and safeguarding of EQUIPMENT, throughout the rental period and must verify in particular the levels of oil, fuel and tire pressure.

4.When the VEHICLE is not being used, the CLIENT undertakes to park it in a safe and approved parking lot by the Portuguese legislation, closed and locked, with no valuables visible from the outside.

5. Inside the VEHICLE can only be carried luggage, surfing material and sports analogs, belonging to the CLIENT and passengers accompanying him, under penalty of responsibility of the CLIENT by corresponding legal violation and consequent payment of the respective fines.

6.CLIENT cannot do any repair, service or change in the VEHICLE without express written consent of SURFINPORTUGAL, under penalty of law to the resolution of this CONTRACT and the right to compensation for replacement the VEHICLE in its original state, plus a penalty in amount equivalent to twice the value of mechanical intervention performed.

7.CLIENT is obliged to observe the warnings, alerts and other usage rules in the VEHICLE and EQUIPMENT specified by or established in SURFINPORTUGAL signs, on SURFINPORTUGAL online platforms and spare documentation provided with the VEHICLE, subject to liability for payment of the CLIENT the penalties established by SURFINPORTUGAL expressly or under the laws applicable.

SECTION SEVENTH (Responsibility of the CLIENT)

1.The CLIENT undertakes to use normally and prudently the EQUIPMENT of the VEHICLE, to comply with the instructions of use given in writing or verbally, by SURFINPORTUGAL.



2. Responsibility of the CLIENT:

- a) The charges for the fuel consumed by VEHICLE;
- b) Damage to the VEHICLE not covered by insurance;
- c) The damage to the EQUIPMENT;
- d) The insurance deductible when it is due;
- e) All fines or other penalties, court costs or extra judicial, when breach the rules or any other legal expenses, charged to the VEHICLE or his driver during the term of the CONTRACT and to the delivery of the VEHICLE, unless these result from causes attributable to SURFINPORTUGAL;
- f) All costs and damages related to the immobilization VEHICLE, when it is seized by the police or for administrative reasons which are not attributable to SURFINPORTUGAL;
- g) The reparation of the damage regards an eventual loss of use of the VEHICLE by SURFINPORTUGAL after termination of the CONTRACT, in an amount equivalent to twice the daily price of rental for each day or fraction of deprivation;
- h) Costs of issuance the documentation from the VEHICLE, in case of loss;
- i) The costs from a forced early collection or delivery of the VEHICLE outside the SURFINPORTUGAL facilities or other location or time agreed with it;
- j) The costs arising from the collection of any amounts owed by the CLIENT under CONTRACT, including legal fees, court costs, late fees and legal fees attorney and agent execution;

1. Whenever the VEHICLE suffers any damage, SURFINPORTUGAL has the right to designate who will repair it, without prejudice to the provisions of subparagraphs b) and d) above.

SECTION EIGHTH (Insurance)

1. The responsibility inherent to the circulation of the VEHICLE is covered by a mandatory insurance of civil liability, which terms and conditions are fully described and available for consultation on the online platform of SURFINPORTUGAL.

2. The CLIENT may, on a voluntary basis, hire a cover for own damage to the VEHICLE by paying an additional € 20.00 (twenty five euros) per rental day, getting your liability for damage VEHICLE limited to a value maximum of € 3,000.00 (three thousand euros), without prejudice to liability for damages caused by intent or gross negligence will be compensated under the law applicable to contractual liability.

3. If the CLIENT does not wish to join the own damage coverage for the VEHICLE under the preceding paragraph, the bond established in n. 4 of Section Three will have a minimum value of € 2,000.00 (two thousand euros) and the liability for the VEHICLE won't have any value limit.

4. With the signing of an order of rental, the CLIENT acknowledges that he have full knowledge of the terms and conditions of the insurance policy compulsory civil liability contracted.

5. The CLIENT is bound to comply with all obligations imposed on the insurance policy, in case of accident should take the following steps:

- a) Obtain, at the scene, all the elements of identification of drivers and vehicles involved in the accident, as well as names and contact details of any witnesses to the occurrence;
- b) Get the all information from the insurance of the vehicles involved in the accident (see label on the front glass of the vehicle);
- c) Take pictures of the accident scene, the vehicles involved and the respective damage;



- d) Call the police immediately;
- e) Do not abandon the VEHICLE without taking appropriate measures to protect it;
- f) Report the accident to SURFINPORTUGAL within six hours maximum.

SECTION NINTH (Liability of SURFINPORTUGAL)

- 1.SURFINPORTUGAL will not be liable for any damage suffered by CLIENT or by third parties, related to the use of the VEHICLE during the duration of the CONTRACT and to the delivery of the VEHICLE, or for loss or damage to property of the CLIENT or any third party that it have been left.
- 2.SURFINPORTUGAL will not be liable for any mechanical failure of the VEHICLE or consequential damages, unless attributable to him by way of intent or gross negligence.

SECTION TENTH (Resolution and Forfeiture)

- 1.CLIENT may cancel or change freely VEHICLE rental service, unless the contracted package expressly excludes this possibility, under the following terms and conditions:
 - a) The cancellation or change of service within thirty (30) days after confirmation of booking by SURFINPORTUGAL and with a minimum of 15 (fifteen) days prior to the date of commencement of the rental, has no penalty;
 - b) Cancellation of the service outside the conditions laid down in the preceding paragraph or when the package contracted expressly exclude this possibility, has a penalty of 100% of the total value of the contracted service;
 - c) Changing the service outside the conditions laid down in paragraph a) is subject to SURFINPORTUGAL availability and can import an additional payment of € 100.00 (one hundred euros) for each change.

1.SURFINPORTUGAL can solve the CONTRACT with the CLIENT whenever the defaulting of any obligation, to which it is contractually or legally bound, without prejudice to the obligation of the CLIENT to pay the penalties provided for by contract and can still be required to pay damages for the breach.

2.The exercise of the right provided by SURFINPORTUGAL paragraph. 4 TWELFTH SECTION, before the expiry of the CONTRACT, assigns to him the value of tacit resolution.

3.CONTRACT expires in the following circumstances: when rental period expires, in case of loss or destruction of the VEHICLE and in case of insolvency of SURFINPORTUGAL.

SECTION ELEVENTH (Criminal Section)

Without prejudice to the right of SURFINPORTUGAL to rescind the CONTRACT, on the basis of a breach, and the duty of the CLIENT to remedy any non-compliance and repair the consequences thereof, the CLIENT is obliged to pay SURFINPORTUGAL, as a penalty, a sum equivalent to the price of the daily rental for each failure to fulfill obligations under the CONTRACT and each day on which such breach remains whether the same result of acts or omissions, without prejudice to other penalties specifically provided by the CONTRACT or established in the applicable legislation.



SECTION TWELFTH (Refund)

1. Cessation of the CONTRACT, regardless of cause, or the legal form that comes to operate, immediately becomes mandatory restitution of the VEHICLE in the same condition as it was, when delivered to the CLIENT.
2. If the VEHICLE is not returned with a full fuel tank, the CLIENT is obliged to pay the missing fuel, reserving the right to set SURFINPORTUGAL in a refueling fee.
3. If the CLIENT does not return the VEHICLE within a maximum period of two hours after the termination of the CONTRACT, a penalty equivalent to two times the daily price shall be paid for each day or fraction of delay without prejudice to the right of SURFINPORTUGAL being able to require payment from the CLIENT in addition to any damages and lost profits.
4. Notwithstanding the preceding paragraph, after the termination of the CONTRACT, SURFINPORTUGAL can take away the VEHICLE from the CLIENT, at any time, without prior notice and at the expense of this.

SECTION THIRTEEN (Final Dispositions)

1. For the resolution of any dispute arising out of this CONTRACT, particularly concerning its interpretation, application, termination, compliance requirement, modification, cancellation is competent the District Court of Lisbon, with express waiver of any other law which were competent reason of the territory.
2. For the purposes of communications or citations in legal proceedings aimed at fulfillment of financial obligations arising from the CONTRACT, the parties shall establish the addresses given in the appropriate form completed before delivery of the VEHICLE.
3. Any changes to these Terms shall be valid only if made in writing, not linking to SURFINPORTUGAL through any verbal statements that are not confirmed in writing.
4. SURFINPORTUGAL may have access to personal data of the CLIENT and may send communications in order to disseminate their products and services, unless expressly refused by the CLIENT and without prejudice to its rights of access, rectification and deletion of personal data by sending written notice to SURFINPORTUGAL accordingly.