



AMU – RENT A CAR

GENERAL RENTAL TERMS AND CONDITIONS

IDENTIFICATION OF THE LESSOR

Luís Fernando Monteiro, Unipessoal, Lda.

Tax number (NIF) 513683020

Rua das Árvores s/n, 9800-421 Urzelina, São Jorge Island, Azores

Email: apartamentosmisteriosurzelina@gmail.com

Telephone: +351 916 557 103 | 24h Assistance: +351 917 569 472

This document sets out the General Rental Terms and Conditions applicable to the contracts entered into by AMU – Rent a Car for the rental of passenger vehicles without a driver, in accordance with the applicable Portuguese legislation and with the Specific Conditions agreed with the customer.

CHAPTER I – GENERAL PROVISIONS

Clause 1 – Subject matter

This contract governs the rental of passenger vehicles without a driver made available by AMU – Rent a Car to the customer identified in the Specific Conditions, hereinafter referred to as the LESSEE.

The vehicle, the rental period, the place of delivery and return, the price, the protection package chosen, the authorised drivers, the extras and any other specific elements are set out in the Specific Conditions, which form an integral part of the contract.

Clause 2 – Acceptance of the general and specific conditions

The signing of the contract, the payment of the booking, the collection of the vehicle or the use of the vehicle by the LESSEE implies full acceptance of these General Conditions, of the Specific Conditions and of the respective annexes or inspection reports.

The LESSEE declares that it has had the opportunity to read, understand and request clarification on the applicable conditions before the start of the rental.

Clause 3 – Definitions

For the purposes of this contract, LESSOR means AMU – Rent a Car; LESSEE means the contracting customer; authorised driver means the person expressly identified in the contract; excess means the limit of the LESSEE's liability in the event of covered damage; and deposit means the amount withheld or pre-authorised as security for the contractual obligations.

CHAPTER II – BOOKINGS, PAYMENTS AND DEPOSITS

Clause 4 – Bookings

Bookings are always subject to fleet availability and are only deemed confirmed after express validation by AMU – Rent a Car.

AMU – Rent a Car reserves the right to refuse or cancel bookings where the conditions relating to safety, legality, customer identification, driving entitlement or compliance with these General Conditions are not met.



Clause 5 – Rental price and additional services

The total rental price results from the applicable daily, weekly or monthly rate, plus the protection packages, extras, supplements, taxes, penalties and any other charges contracted or due under this document.

The LESSEE undertakes to pay in full all amounts due before the collection of the vehicle or within the time limits agreed in the Specific Conditions.

Clause 6 – Cancellation and no-show

The LESSEE may cancel the booking without penalty up to 48 (forty-eight) hours before the scheduled time for collection of the vehicle.

Cancellation made with less than 48 hours' notice gives rise to a contractual penalty of €50.00 (fifty euros).

A no-show is deemed to occur where the LESSEE fails to appear at the agreed date, time and place, fails to present the necessary documents, or fails to meet the minimum driving requirements. In the event of a no-show, a contractual penalty of €50.00 (fifty euros) applies.

For bookings made at a distance, the LESSEE has a right of withdrawal within 14 days, under the terms of Decree-Law 24/2014, except where the rental begins within that period or where the LESSEE expressly requests the immediate start of the service.

Clause 7 – Deposit and minimum operational deposit

The deposit is intended to secure compliance with the contractual obligations, including damage, excesses, missing fuel, damaged or unreturned extras, contractual penalties and administrative charges.

As a rule, the deposit corresponds to the excess associated with the protection package contracted: Basic Package €700.00, Premium Package €400.00 and VIP Package €100.00.

Regardless of the package contracted, AMU – Rent a Car may require a minimum operational deposit of €100.00 (one hundred euros), intended to secure charges not covered by the insurance cover or excess reduction.

The deposit may be provided by card pre-authorisation, cash deposit or any other means accepted by AMU – Rent a Car, and is released after verification of full compliance with the contract.

CHAPTER III – DELIVERY, USE AND RETURN OF THE VEHICLE

Clause 8 – Free delivery and collection

AMU – Rent a Car provides free delivery and collection of vehicles at São Jorge Island Airport and at the Port of Velas, subject to prior booking and confirmation.

The LESSEE must provide in advance the information required to organise the delivery or collection, including flight number, vessel, estimated time of arrival or any other relevant information.

Clause 9 – Normal business hours and out-of-hours service

The normal business hours of AMU – Rent a Car are from 09:00 am to 07:00 pm.

Any delivery or return carried out before 09:00 am or after 07:00 pm is subject to an out-of-hours service fee of €30.00 (thirty euros) per service.

Where both the delivery and the return take place outside normal business hours, the fee is charged separately for each service.

Clause 10 – Vehicle inspection

At the time of delivery, AMU – Rent a Car and the LESSEE shall check the general condition of the vehicle, and an inspection report or photographic record of existing damage may be drawn up.



The LESSEE must immediately report any anomaly, damage or discrepancy not noted at the time of delivery. Use of the vehicle without reservation is equivalent to acceptance of its apparent condition.

Clause 11 – Return of the vehicle and late return

The LESSEE undertakes to return the vehicle on the date, at the time and at the place indicated in the Specific Conditions, together with the accessories, documents, keys and equipment that were handed over.

A maximum grace period of 59 (fifty-nine) minutes is granted in relation to the agreed return time. Once that period is exceeded, an additional rental day may be charged in accordance with the rate in force.

In the event of an early return, AMU – Rent a Car is not obliged to refund the amount corresponding to the unused period, unless expressly agreed otherwise.

CHAPTER IV – AUTHORISED DRIVERS

Clause 12 – Driver requirements

Only the main driver and the additional drivers expressly identified and authorised in the contract may drive the vehicle.

All drivers must be at least 21 (twenty-one) years old and no more than 85 (eighty-five) years old on the start date of the rental.

All drivers must hold a driving licence that is valid for the category of the rented vehicle and that was issued at least 1 (one) year previously.

Clause 13 – Additional driver and young driver

For each authorised additional driver, a supplement of €5.00 (five euros) per rental day is payable.

Drivers aged between 21 (twenty-one) and 23 (twenty-three) years, inclusive, are subject to a young driver supplement of €20.00 (twenty euros) per day.

The additional driver and young driver supplements are cumulative whenever both apply.

Clause 14 – Driving by an unauthorised person

Driving by a person not identified and not authorised in the contract constitutes a serious breach of contract.

In such a situation, the LESSEE is liable for all damage, losses, towing costs, immobilisation costs, administrative charges and any other consequences resulting from the use of the vehicle, and forfeits the benefit of any additional cover or excess reduction.

CHAPTER V – FUEL, MILEAGE AND EXTRAS

Clause 15 – Fuel policy

AMU – Rent a Car applies a Full-to-Full policy. The vehicle must be returned with the same fuel level as at the time of collection, preferably with a full tank where it was handed over as such.

If the vehicle is returned with missing fuel, the LESSEE shall bear the cost of the missing fuel and the administrative or operational charges associated with refuelling, calculated at the price per litre of the fuel station nearest to the place where the vehicle is returned, up to a maximum of €90.00 (ninety euros).

Clause 16 – Incorrect fuel

Refuelling with the wrong type of fuel is the sole responsibility of the LESSEE.

In such a situation, the LESSEE shall bear in full the costs of towing, transport, tank cleaning, replacement of components, mechanical repair, immobilisation of the vehicle and any other losses caused to AMU – Rent a Car.



Clause 17 – Mileage

Mileage is unlimited during the rental period, without prejudice to the duty to use the vehicle prudently, appropriately and in accordance with its normal purpose.

Clause 18 – Additional equipment

Subject to availability and prior booking, AMU – Rent a Car may provide a baby seat at €10.00 (ten euros) per day, or a child seat at €5.00 (five euros) per day.

Additional equipment must be returned in the same condition in which it was handed over. The LESSEE is liable for loss, damage, excessive dirt or failure to return such equipment.

COMMERCIAL AND OPERATIONAL TABLES

Extra / Supplement	Price	When it applies	Notes
Baby seat	€10.00/day	When requested and available	No booster seat
Child seat	€5.00/day	When requested and available	No booster seat
Additional driver	€5.00/day	For each driver besides the main driver	Must be stated in the contract
Young driver	€20.00/day	Drivers aged 21 to 23	Cumulative with additional driver
Out-of-hours delivery	€30.00	Before 09:00 am or after 07:00 pm	Subject to confirmation
Out-of-hours return	€30.00	Before 09:00 am or after 07:00 pm	Subject to confirmation

CHAPTER VI – INSURANCE, PROTECTION AND EXCESSES

Clause 19 – Insurance

All AMU – Rent a Car vehicles are covered by compulsory third-party motor liability insurance, under the applicable Portuguese legislation, intended to cover bodily injury and material damage caused to third parties within the limits provided by law and agreed with the insurer, which is included in the base rental price.

The compulsory insurance does not remove the LESSEE's liability for damage to the rented vehicle, improper use, breach of contract or the exclusions set out in these General Conditions.

The rental of the vehicles includes an excess of €1,500.00 for all vehicle groups.

The excess may be reduced by choosing one of the protection options set out below:

Basic Package

The Basic Package adds €5.00 (five euros) per day to the rental cost.

It includes Collision Damage Waiver (CDW) and Theft Protection (TP), reducing the LESSEE's liability to the applicable excess, provided that no contractual exclusion applies.

Applicable excess: €700.00. Corresponding deposit: €700.00.

Premium Package

The Premium Package adds €10.00 (ten euros) per day to the rental cost.

It includes the cover of the Basic Package and adds protection for damage to the windscreen, wheels and tyres, within the limits contracted and provided that the damage does not result from prohibited, negligent or wilful use.

Applicable excess: €400.00. Corresponding deposit: €400.00.

VIP Package

The VIP Package adds €15.00 (fifteen euros) per day to the rental cost.



It includes the cover of the Premium Package, Personal Accident Insurance (PAI) and enhanced assistance, including exemption from the assistance call-out fee in covered situations and from the administrative fee for breakdown, damage or accident where applicable under the terms of the package.

Applicable excess: €100.00. Corresponding deposit: €100.00.

The Personal Accident Insurance, where included, provides for medical expenses of up to €250.00 per occupant and a capital sum for death or permanent disability of up to €5,000.00 per occupant, under the terms of the policy contracted.

Cover / Condition	No additional protection	Basic	Premium	VIP	Notes
Price per day	€0.00	€5.00	€10.00	€15.00	Added to the rental price
Excess	€1,500.00	€700.00	€400.00	€100.00	Maximum amount per covered event
Deposit	€1,500.00	€700.00	€400.00	€100.00	A minimum operational deposit may be added
CDW – Collision Damage Waiver	No	Yes	Yes	Yes	Subject to contractual exclusions
TP – Theft Protection	No	Yes	Yes	Yes	Report to the authorities is mandatory
Windscreen	No	No	Yes	Yes	Excludes wilful misconduct/negligence
Wheels and tyres	No	No	Yes	Yes	Excludes improper use
PAI – Personal Accident Insurance	No	No	No	Yes	Under the terms of the policy
Enhanced assistance	No	No	No	Yes	For covered situations

Clause 20 – Excesses, deposits and separate events

The excess contracted constitutes the limit of the LESSEE's liability for each covered event, without prejudice to the exclusions provided for.

In the event of damage resulting from separate events, an excess may be applied to each event considered individually.

Unless expressly stated otherwise, the excess and the deposit do not cover loss of key, loss of documents, missing fuel, incorrect fuel, extraordinary cleaning, interior damage, additional equipment, contractual penalties, fines, administrative fees or damage resulting from prohibited use.

Clause 21 – General exclusions from cover

The cover, excess reductions or benefits contracted shall be void in the event of driving under the influence of alcohol, narcotic substances or products that impair driving ability; speeding; wilful misconduct; fraud; negligence; leaving the scene of an accident; driving by an unauthorised person; failure to hand over the keys in the event of theft or robbery; or breach of the Highway Code or of these General Conditions.

The cover does not extend to damage caused by driving on trails, beaches, agricultural tracks, unpaved forest tracks, flood-prone areas, unsuitable private land or any places not intended for normal road traffic.



CHAPTER VII – ACCIDENTS, BREAKDOWNS AND ASSISTANCE

Clause 22 – Procedures in the event of accident, theft, robbery, fire or damage

In the event of an accident, breakdown, theft, robbery, fire or any damage, even where no third parties are involved, the LESSEE must immediately contact AMU – Rent a Car through the 24-hour assistance service and, where applicable, the competent authorities.

The LESSEE must complete the European Accident Statement where third parties are involved, obtain the identification of those involved and of witnesses, obtain the registration number, insurer and policy number of the other vehicle, and provide all such information to AMU – Rent a Car.

The LESSEE must not leave the scene of the accident, theft, robbery or fire before the authorities arrive, save on duly justified grounds of force majeure.

Clause 23 – Roadside assistance

The LESSOR provides roadside assistance free of charge, available 24 hours a day on the number +351 917 569 472.

The assistance is intended to support the vehicle and its occupants in places suitable for road traffic, and does not cover situations resulting from prohibited use, driving in unsuitable places or breach of contract.

Where the assistance results from the LESSEE's responsibility, an administrative claim handling fee may be applied or the costs actually incurred may be charged, except where the package contracted expressly provides for their inclusion.

Clause 24 – Administrative claim handling fee

Whenever it is necessary to open, process or administratively follow up a file relating to an accident, damage, collision, impact, rollover, theft, attempted theft, vandalism, report to the insurer, collection of documentation or claim handling, an administrative fee of €35.00 (thirty-five euros) is payable.

The administrative fee neither replaces nor reduces the excess, penalties, damage, repair costs, towing costs or any other amounts due by the LESSEE.

CHAPTER VIII – PROHIBITED USES AND CONTRACTUAL PENALTIES

Clause 25 – Prohibition on removing the vehicle from São Jorge Island

AMU – Rent a Car vehicles are intended exclusively for use on São Jorge Island.

It is expressly prohibited to move the vehicle to any other island of the Azores archipelago or off São Jorge Island by sea without the prior written authorisation of AMU – Rent a Car.

Breach of this clause entails an immediate contractual penalty of €500.00 (five hundred euros), without prejudice to full reimbursement of all costs of transport, recovery, towing, staff travel, immobilisation of the vehicle and any other damage or losses suffered by AMU – Rent a Car.

Clause 26 – Driving in unauthorised places

It is prohibited to drive on walking trails, beaches, riverbeds, agricultural tracks, unpaved forest tracks, unsuitable private land, flood-prone areas or any places that do not constitute a paved public road suitable for normal motor traffic.

Damage resulting from driving in prohibited places is not covered by any protection package, excess reduction or additional cover.



Clause 27 – Prohibition on carrying animals

It is expressly prohibited to carry any animals in AMU – Rent a Car vehicles, regardless of species, breed, size or duration of the journey.

Breach of this provision entails a contractual penalty of €150.00 (one hundred and fifty euros), without prejudice to the charging of additional costs of cleaning, sanitisation, repair, deodorisation, immobilisation or damage caused to the vehicle.

Clause 28 – Prohibition on smoking or vaping

Smoking, vaping or using electronic cigarettes, cigars, pipes or similar devices inside the vehicle is prohibited.

The presence of odours, ash, residue, burns or traces of tobacco or vaping entails a contractual penalty of €150.00 (one hundred and fifty euros), without prejudice to the charging of additional damage.

Clause 29 – Extraordinary cleaning

The vehicle must be returned in a normal state of cleanliness, consistent with prudent use during the rental period.

Whenever the vehicle is returned with excessive dirt, in particular sand, mud, food residue, vomit, stains, strong odours, accumulated rubbish, animal hair or a need for deep sanitisation, a contractual penalty of €80.00 (eighty euros) will be applied.

Clause 30 – Loss of key, documents and accessories

The loss, misplacement, destruction or failure to return the vehicle key entails a contractual penalty of €300.00 (three hundred euros), without prejudice to any demonstrably higher additional costs.

The loss, misplacement, destruction or failure to return the original vehicle documents entails a contractual penalty of €100.00 (one hundred euros).

The LESSEE is likewise liable for damage to, loss of, or failure to return accessories, additional equipment or items handed over with the vehicle.

Clause 31 – Fines, traffic offences and identification of the driver

The LESSEE is fully responsible for all fines, penalties, administrative sanctions and other charges arising from the use of the vehicle during the rental period.

Whenever AMU – Rent a Car is contacted by an administrative, police or judicial authority for the identification of the driver or for the provision of information relating to offences committed during the rental period, an administrative processing fee of €35.00 (thirty-five euros) may be charged.

The administrative fee neither replaces nor reduces the amount of the fine or penalty imposed by the competent authority.

Penalty / Charge	Amount	Reason for application	Notes
Unauthorised removal from São Jorge Island	€500.00	Vehicle transported to another island without written authorisation	Recovery costs and damages are added
Loss of the vehicle key	€300.00	Loss, destruction or failure to return the key	Any proven additional cost may be added
Transport of animals	€150.00	Any animal carried in the vehicle	Cleaning costs and damages are added
Smoking or vaping	€150.00	Odours, ash, residue or traces	Interior damage is added
Loss of the vehicle documents	€100.00	Failure to return the original documents	Legal costs are added



Penalty / Charge	Amount	Reason for application	Notes
Extraordinary cleaning	€80.00	Excessive dirt, sand, mud, vomit, stains or odours	Specialised cleaning may be added
Late cancellation	€50.00	Cancellation with less than 48 hours' notice	Per booking
No-show	€50.00	Failure to appear or missing documents	Per booking
Administrative claim handling	€35.00	Opening and processing of a file	Does not replace the excess
Processing of fines/traffic offences	€35.00	Identification of the driver to the authorities	Does not include the fine itself
Out-of-hours delivery	€30.00	Before 09:00 am or after 07:00 pm	Per service
Out-of-hours return	€30.00	Before 09:00 am or after 07:00 pm	Per service

CHAPTER IX – FINAL PROVISIONS

Clause 32 – Items left behind

AMU – Rent a Car accepts no liability for objects, personal belongings, documents, money, equipment or valuables left inside the vehicle during the rental period or after its return.

Clause 33 – Breach of contract

AMU – Rent a Car may terminate the contract and demand the immediate return of the vehicle whenever the vehicle is used in breach of these General Conditions or of the Specific Conditions.

Breach of contract does not affect AMU – Rent a Car's right to claim additional compensation for the losses actually suffered, where these exceed the penalties provided for.

Clause 34 – Protection of personal data

AMU – Rent a Car processes the personal data of the LESSEE and of the authorised drivers for the purposes of entering into and performing the contract, invoicing, compliance with legal obligations, management of deposits, identification before the authorities and protection of its contractual rights.

Personal data is processed in accordance with Regulation (EU) 2016/679 (GDPR) and Law no. 58/2019 of 8 August. The data subject may exercise the rights provided for by law, within the limits applicable to the performance of the contract and to compliance with legal obligations.

The data may be disclosed to judicial, police, administrative or regulatory authorities, insurers or other legally competent bodies whenever this proves necessary.

To exercise rights under the GDPR, the data subject may contact AMU – Rent a Car by email: apartamentosmisteriosurzelina@gmail.com

Clause 35 – Complaints Book and alternative dispute resolution

The LESSEE may submit a complaint in the physical Complaints Book, where available at the premises of AMU – Rent a Car, or through the Electronic Complaints Book.

In the event of a consumer dispute, the LESSEE may refer the matter to the legally competent Alternative Dispute Resolution bodies, under the terms of Law no. 144/2015 of 8 September.

Clause 36 – Jurisdiction

Save where mandatory legal provisions provide otherwise, the parties agree that the courts of the District of Velas shall have jurisdiction over any disputes arising from the interpretation, performance or breach of this contract.



Clause 37 – Signatures

This document is accepted by the LESSEE by signing the Specific Conditions, the rental agreement, or by any other valid means of acceptance used by AMU – Rent a Car.

Place and date: _____

THE LESSEE: _____

THE LESSOR: _____