



Experiential & Historical Tourism in Western Sicily – Car Rental in Sicily

www.easytrapani.com - (+39) 3246085443 - easytrapani@easytrapani.com - via romej 68 – 91100 Trapani - P.I.: 02899030817

GENERAL RENTAL CONDITIONS

This contract represents a summary of the main provisions of the General Rental Conditions which, together with the rental letter signed by the Customer, constitute the exclusive source that regulates the contractual relationship between the Easy Trapani Srls or its Affiliates and the customer.

1. ASSIGNMENT OF THE VEHICLE

Driving the rented vehicle is permitted only to a person in possession of a valid type "B" driving licence. The following minimum age is required: -"B"- 18 years - only for new drivers, vehicles up to 55 KW - after 01 years of possession of the "B" licence all types of vehicles up to 9 seats. -"B" - 18 years for all types of trucks up to 35q. The vehicle is entrusted to the Customer on the assumption that he uses it and drives it personally. The Customer assumes all risk or responsibility in case of entrusting the driving of the vehicle to third parties, and also for the purposes of the art. 116 paragraph 12 of the Highway Code (Legislative Decree 285/92), relating to the entrustment of the vehicle and/or motorcycle to a person without a driving licence or, in any case, not authorised by the rental company. The Customer may communicate to the rental company from which he rented the vehicle the names of any other people who may drive the vehicle who will be authorised at a later time upon presentation of the correct driving authorization (licence).

2. FREIGHT PAYMENT

Payment of the rental is made as described accordingly:

- an advance is paid which has the value of a deposit for the confirmation of the vehicle;
- the balance will be paid at check-in.

The latter can be done via any type of payment: bank transfer, card or via cash.

3. DAMAGE INSURANCE DEDUCTIBLES FOR TPL - KASCO - THEFT - FIRE

The rented vehicle is covered by R.C.A. insurance and super casco full total insurance in accordance with current laws. Super casco full total insurance covers any accident, theft, fire, car damages including scratches, side mirrors, damage to the roof, damage to the under car, interiors, glasses windows, tyres. In the event of total NO REPAIRABILITY of the rented vehicle, due to drunk driving and/or drug use, the excess



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payable by the Customer is equal to 100% of the current value of the rented vehicle. IN THE EVENT OF THEFT, THOSE WHO RENTED THE CAR MUST MANDATORY RETURN THE KEYS. In all cases of accident, theft, fire, partial or total, the Customer is obliged to make a regular report to the competent authorities and, within 12 hours of the event, to deliver it to the rental company. Damages relating to the accident are not chargeable to the customer who produces the C.I.D. form with clear and signed responsibility of the counterparty. The Customer is obliged to adopt ordinary due diligence in driving the vehicle. Easy Trapani Srls, as a penalty, reserves the right to proceed with charging for damages attributable to the Customer's responsibility.

4. REFUELLING SERVICE

The rented vehicle must be returned with the same litres of fuel existing at the time of delivery.

5. MILEAGE

Unlimited km

6. VEHICLE CIRCULATION

The Customer is authorised to drive in Italy and undertakes NOT to drive the vehicle in countries other than those expressly indicated in the "green card" delivered together with the vehicle documents. Any use not permitted or illegal by Contract and/or by law obliges the Customer to compensate for the damages incurred, possibly also jointly and severally with any other driver and entails the loss of any limitation of liability, exposing the Customer to the related responsibilities and compensation. The rental company reserves the right to regain possession of the vehicle in any place and time in the event of violation of the rules of this article. The customer is responsible for the normal circulation of the vehicle as well as its use and ordinary maintenance. The customer will not be refunded for damages caused by the case of misconduct or gross negligence of the customer: for example, damages caused by driving the car on inappropriate roads, fields and unsuitable ways for cars.

In case of need for roadside assistance (e.g. breakdown or accident) the Customer can contact the rental company where he rented the vehicle, asking for instructions on what to do at the numbers specified in the rental letter. The rental company is excluded from any liability for losses or damages resulting from vehicle breakdowns, failure or delayed delivery, deterioration of goods or damage of any other kind.



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Likewise, it is excluded from any responsibility for damage to things transported or forgotten on the returned vehicle and/or motorcycle. The Customer is responsible for fines and/or any other charges resulting from violations of the highway code or other provisions of law or regulations, tolls, the cost of parking and in general the sums deriving from driving the vehicle also by third parties during the rental period and undertakes to reimburse any sums advanced for this purpose, including further legal, postal and administrative expenses connected to the reimbursement request and to hold the rental company harmless from any damage and/or or third party claims. Each administrative procedure has a management cost and the Customer hereby authorises this to be charged to him. DROP-OFF TRAVEL SERVICE IS NOT PERMITTED UNLESS SPECIFICALLY AUTHORISED BY THE RENTAL COMPANY.

7. RETURN OF THE VEHICLE

At the beginning of the rental, the Customer must give a commitment regarding the date of return of the vehicle: any change in the commitment must be communicated in advance to the Rental Company. A rental day is considered 24 hours with a tolerance of 59 minutes, after this time an additional rental day will be charged. For rates subject to time limits (e.g. Weekend, Week, etc.) once the tolerance time has elapsed, the internal freight will be charged at a daily rate. The vehicle must be returned during the opening and/or closing hours of the Rental Company or at any agreed time by writing. Failure to return the vehicle keys will result in the continuation of the rental until they are returned or a report of loss or theft is presented. The customer undertakes to return the vehicle in the conditions and with the equipment present at the beginning of the rental, except for normal wear and tear.

8. APPLICABLE LAW AND JURISDICTION

The Terms and Conditions are governed by Italian law. All disputes that may arise relating to the validity and/or interpretation and/or execution and/or termination of the Terms and Conditions will fall under the jurisdiction of the Court of the place where Easy Trapani Srls has the legal address.

9. PRIVACY

According to the legislation indicated, the processing relating to this service will be based on the principles of correctness, lawfulness, transparency and protection of your privacy and your rights. The user's personal data is used by Easy Trapani Srls, which is the data controller. Pursuant to article 13 of the GDPR 2016/679, we therefore provide you with the following information: 1) TYPE OF DATA COLLECTED The personal data that will be collected and processed upon activation of this service concern: Identification data (surname and name, residence, domicile, birth, telephone number, billing address, online identifier), identity



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document (identity card, passport, or driving licence), bank data, location data (location, GPS, GSM, other);

2) PURPOSE AND LEGAL BASIS OF THE PROCESSING The personal data collected will be processed for the following purposes: For the conclusion and execution of vehicle rental contracts and any related contracts, for the analysis and improvement of the Services, for the management of complaints and disputes. These purposes are jointly defined as "Contractual Purposes". The processing of Users' personal data is necessary, with reference to the contractual Purposes, to execute the Contract. If the User does not provide the personal data necessary for the contractual Purposes, it will not be possible to proceed with the signing of the contract.

3) DATA PROCESSING METHODS Users' personal data may be processed with manual or IT tools, suitable to guarantee security, confidentiality and to avoid unauthorised access, dissemination, modifications and theft of data thanks to the adoption of adequate technical, physical and organisational security measures. .

4) CATEGORIES OF RECIPIENTS Without prejudice to communications carried out in compliance with legal and contractual obligations, all data collected and processed may be communicated exclusively for the purposes specified above to the following categories of recipients: Banks and credit institutions; Authorised persons; Third party suppliers of assistance and consultancy services with reference to activities in the (by way of example) technological, accounting, administrative, legal, insurance and IT sectors; Data controllers.

10. DATA RETENTION TERMS

The Users' personal data are retained for a period equal to the duration of the Contract (including any renewals); In relation to the processing of personal data concerning him, as described above, the Customer freely expresses his consent, pursuant to and for the purposes of the Law. If any provision of this rental agreement is void, such nullity shall not result in the invalidity of the other provisions of this rental agreement. The Customer, having read the Privacy Policy and the General Rental Conditions, declares to specifically approve all the clauses.

Customer signature