

# K\*10 Mobility

## TERMS AND CONDITIONS

**1. GENERAL CONDITIONS:** The paying customer (hereinafter "**LESSEE**") declares to have received the vehicle in perfect condition, obliging itself to return it in the same conditions. The **LESSEE** is responsible for the damage caused to the vehicle, as well as its theft or loss. The **LESSEE** also receives an expert report with the damages, kilometres and fuel present in the vehicle at the beginning of the rental. In this part there is a table with the estimated values of the most common damages in vehicles. In the event of assessing damage to the return, both the **LESSOR** (hereinafter referred to K10 Mobility S.L. if the rental is in Ibiza and K10 Global Mobility Mallorca S.L. if the rental is in Mallorca) and the **LESSEE** shall be governed by said table. The **LESSEE** will leave a deposit. This deposit will be returned in full after a maximum of 7 calendar days if the vehicle is returned correctly. Part or all of the bond may be withheld for breach of the clauses of the contract.

**2. COVER:** The **LESSOR** offers the **LESSEE** a compulsory **COVER** and civil liability, plus one for occupants according to conditions stipulated by the insurance company. It also offers insurance against accident for own damage (**CDW**) plus a **COVER** against theft (**TP**), with a **EXCESS** on the rented vehicle. The **LESSEE** may be exempted from the **EXCESS (SCDW)** by paying the corresponding premium, which is reflected in the current general rate. In any case, and even with the exemption of a **EXCESS**, keys and locks, bottoms, roofs, wheels, glass, interior and upholstery are excluded from the coverage. Fuel error is also excluded. You can also take out a **PREMIUM COVER (SP)** to cover the wheels, windows and locks. In no case are the theft of belongings from inside the vehicle included in the **COVER**. Cleaning the vehicle, if the staff deems it appropriate, will incur a charge of between 60 and 150 euros. For mopeds and motorcycles, loss, theft or damage to helmets and keys, as well as breakage of the saddle upholstery, are excluded from the coverage. In case of theft, the **LESSEE** must present the pertinent complaint and the vehicle keys or the **COVER** will be invalidated. In the event of an accident, it must be immediately communicated to the **LESSOR** and present the accident report correctly filled out and validated by the insurance company or the **COVER** will be invalidated. The **COVER** will also be invalidated, in the following cases:

- a) The vehicle is driven by a person other than the **LESSEE** or **ADDITIONAL DRIVER**.
- b) The driver violates the laws of the Highway Code.
- c) Damages are caused intentionally.
- d) More people than authorized are mounted in the vehicle
- e) The vehicle is driven off the road
- f) The driver drives under the influence of alcohol or other narcotic substances.
- 9) The **LESSEE** dedicates it to any activity, when it directly or indirectly implies subletting the vehicle.
- h) The vehicle is driven negligently and this leads to the breakage or notable wear of one or more of its parts.
- 1) The vehicle is use for unauthorized commercial purposes.
- j) The damages are caused by vandalism, terrorism, natural disasters or weather.
- k) The vehicle is involved in an accident and the **LESSOR** is not notified

When the **COVER** is invalidated, the **LESSEE** will be responsible for the total repair of the vehicle as well as the administrative expenses and the days of stoppage of the vehicle, according to the rate in force at the time of the stoppage. In the event of an accident, an amount of 95 euros will be charged for administrative expenses, regardless of the **COVER** contracted by the **LESSEE**.

3. **REPAIRS:** The **LESSOR** will not pay the amount of the repair carried out by people who do not have written authorization, and is not responsible for any agreement between the **LESSEE** and a person outside the company. In case of breakdown, the **LESSOR** needs a minimum time to solve the problem. This time is estimated at 72 business hours. In case of having to request crane assistance for reasons beyond the control of the company (leaving lights on, loss of keys, breakage of the bowler, etc.), the **LESSOR** will charge an amount of between 180-650 euros for such assistance, unless it is has offered and contracted roadside assistance.

4. **RETURN OF THE VEHICLE:** The **LESSEE** must deliver the vehicle at the agreed place and time. If the vehicle is returned earlier, the **LESSEE** will not be entitled to any refund. In case of late return, the **LESSEE** will be charged the corresponding rental days according to the current rate and not the initial rental rate, plus a penalty stipulated in the last table for extra charges you can find at the bottom of this document. In any case, the **LESSOR** offers a courtesy hour to the scheduled return. If the vehicle is parked at the K10 Mobility Rent a Car facilities while it is leased, a 30 euros penalty will be charged per day. Returns outside office hours must be requested at the beginning of the rental, and only under acceptance of the **LESSOR**. In case of return after hours, the **LESSEE** will continue to be responsible for the vehicle until the next opening of the premises where the return has been made. If the vehicle is not returned within the established period, the **LESSOR** is empowered to take over the vehicle or to require it in court. In case of modification or extension of your contract, you must notify the company at least 48 hours in advance and show up at the K10 Mobility Rent a Car premises. In any other case, vehicle availability cannot be guaranteed, Extensions requested by phone or email will not be accepted.

5. **GASOLINE AND FINES:** They are in charge of the **LESSEE**. In case of returning the vehicle with a lower amount of fuel than the collection, the **LESSEE** will be charged the value of the missing fuel plus a refuelling service detailed in the last table of this document. In the event that the Company receives a fine or penalty without prior notice from the driver, between 29-49 euros will be charged for management fees. This does not include the amount of the fine or penalty.

6. **EXTRAS CHARGES:** The **LESSEE** authorizes the **LESSOR** to charge his credit or debit card, all the extra charges generated by the rental or return of the vehicle, even those generated once the rental has been finalized. It also authorizes to deduct these charges from the deposit deposited by the **LESSEE** at the beginning of the rental. There is a damage table annexed to this document displaying common damages and their Price per group.

7. **JURISPRUDENCE:** In the event of a lawsuit arising from this contract, both parties submit to the courts of Ibiza, expressly waiving any other jurisdiction.

8. **LANGUAGE:** There may be errors in the language translation. For the purposes of the contract, both parties will be governed by the conditions written in Spanish.

9. **MOBILITY:** It is strictly forbidden to move any of our vehicles from one island to another, i.e. to pick up a car on one island and move it to another by any means. In the event of non-compliance, the **LESSEE** will be exposed to the relevant sanctions imposed by the Council of the corresponding Balearic island (Mallorca, Menor, Ibiza & Formentera). Currently, the penalties being imposed can be in excess of 1,000 euros.

<b>Group 1</b>	<b>A/B/C/C1/J/J1/J2/F/F1</b>
<b>Group 2</b>	<b>C3/D/D1/F2/F3/F4/F5/F6/G/G1/G2/G3/G4/E2</b>
<b>Group 3</b>	<b>H/I/I1/M/M1/M2/M3/N</b>

<b>DAMAGES / LOSSES AND RELATED SERVICES</b>	<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>
Slight damages per part	250€	300€	350€
Medium damages per part	350€	400€	400€
Heavy damages per part	600€	800€	800€
Forced doors	360€	420€	550€
Rubber sealing doors (Price per unit)	150€	200€	250€
External rear-view-mirror	300€	450€	600€
Rear view mirror cover / Fuel cap /Door handle	100€	120€	150€
Side skirts	500€	600€	900€
Plate roof	800€	1000€	1400€
Sunroof	2000€	2500€	3500€
Headlights	290€	900€	1600€
Rear lamps	290€	900€	1600€
Fog light	250€	400€	900€
Indicator light	100€	150€	250€
Bumper reflector	30€	40€	50€
Front grille	200€	250€	300€
Side grille	80€	100€	150€
Parking sensors (per unit) / Rear view camera	220€	310€	450€
Windscreen wiper Blade or windscreen wiper arm	50€	70€	80€
Windscreen	600€	800€	900€
Back window	450€	550€	900€
Side window	200€	350€	600€
Locks	300€	400€	500€
Tyre	200€	450€	900€
Rim replacement	450€	750€	950€
Rim repair	250€	350€	450€
Hubcap / Wheel cover	50€	70€	80€
Puncture repair	60€	60€	60€
Shock absorbers	300€	450€	950€
Anti-theft screws	150€	150€	150€
Spare Wheel	500€	750€	1200€
Engine	2500€	4000€	9000€
Radiator	350€	500€	700€
Gear box	1000€	2500€	4000€
Clutch	1000€	1200€	1500€
Motor undercarriage protector	250€	250€	250€
Oil pan	890€	2000€	3000€
Damages to undercarriage	700€	800€	900€
Exahust	900€	1200€	1500€
Undercarriage	2000€	2500€	3000€
Structural damage	4000€	6000€	9000€
Brand logo	50€	70€	80€
Roof antena	30€	50€	60€
Registration plate	60€	60€	60€

<b>DAMAGES / LOSSES AND RELATED SERVICES</b>	<b>Grupo 1</b>	<b>Grupo 2</b>	<b>Grupo 3</b>
Road assitance service	180€	180€	180€
Crossborder without authorization	950€	950€	950€
Elimination of DGT elements	50€	50€	50€
Improper use of the vehicle	250€	250€	250€
Accident admin fee	95€	95€	95€
Admin fee	29€	29€	29€
Late return fee	30€	30€	30€
Additional cleaning	150€	180€	180€
Missfuelling	300€	400€	500€
Ignition key	300€	500€	600€
Jack / tools	200€	200€	200€
Documentation / Safety vest / Triangles kit / Snowchains	60€	60€	60€

DAMAGES / LOSSES AND RELATED SERVICES	Grupo 1	Grupo 2	Grupo 3
Gel inflation kit	80€	80€	80€
Inflation kit	200€	250€	300€
Battery charge	30€	40€	50€
Dashboard	1000€	1500€	3000€
Airbag	3000€	3500€	4000€
Safety belt	300€	450€	550€
Internal rearview mirror	150€	200€	250€
Trims	300€	700€	1000€
Radio	600€	800€	1400€
Navigator	2500€	3500€	4500€
Navigator card	300€	300€	300€
Complete seat	1500€	2000€	2500€
Seat upholstery	600€	750€	900€
Headrest / Armrest	200€	200€	2500€
Rear tray	250€	350€	450€
Portable GPS	300€	400€	400€
Child car seat	150€	150€	150€

**The prices set out in the tables above this sentence do not include VAT.**

EXTRA CHARGES	
Premium Cover	<b>23€</b>
Additional Driver	10€
Baby seat	10€
Elevator	10€
Maxicosi	10€
GPS	10€
Under 25 years old	10€
Refuelling Service	20€
Traffic Violation Admin Fee	45€
Out of hours pick up	40€
Out of hours Drop off	40€
Late return	25€
Cobertura asistencia en carretera	17€

**The prices set out in the table (just in this one) above this sentence include include VAT.**