

General Terms and Conditions

GENERAL TERMS & CONDITIONS AND RENTAL AGREEMENT

DRIVALIA General Terms and Conditions are subject to change without notice. Updates are available on the www.drivalia.it website

The Terms and Conditions of agreement customers may differ from the published General Terms and Conditions.

Updated on 21.12.2023

The following Terms and Conditions are an integration of those provided in the Rental Agreement signed by the Customer.

VAT 22%: All prices on this document are in Euro and must be increased by VAT 22% with the exception of the amounts defined as "penalty".

Age restriction and documents required:

- 21 years of age, Tax code (subjects resident in Italy), driving licence valid from at least one year and another valid identity document (Identity card and/or passport). A Young Driver surcharge of € 15,00 per day will be applied for drivers between 21 and 24 years of age for max 15 days.
- For the **CarCloud** subscription service: driving licence valid and issued at least since one year, tax code and valid identity document (identity card and/or passport).
- For rentals related to Mini Car (heavy quadricycle category L7E pursuant to Art. 47 of the Highway Code) the second guide may be at least 16 years old and have held a B1 license for at least 6 months.
- **Fleet Distribution:** The rental of special vehicles (F, N, O, U, Y, R, T, S, Z, P, Q, W, V, K, 1, 2, 3, 4,7) is subject to confirmation depending on actual availability.

Please note that in the rental service related to Tesla brand cars, any additional services provided directly by Tesla are excluded and can only be accessed at own expense by customers who are subscription rental service holders

Payment methods and security deposit: The Customer, signatory of the contract (first driver), is required to leave a security deposit by his own credit card, issued in the customer's country of residence, which must be presented at the moment of pick-up of the vehicle.

The security deposit amount will correspond to the following amounts, which vary according to the rented car group:

- CAR GROUPS A/B/C/5/6/ - **Eur 400,00**
- CAR GROUPS D/E/H/G/I/N/M/8 - **Eur 500,00**
- CAR GROUPS J/L/Y/O/U/X/#/V - **Eur 500,00**
- CAR GROUPS R/P/FURGONI - **Eur 1000,00**
- CAR GROUPS F/S/Z/\$/T/7 - **Eur 1.000,00**
- CAR GROUPS W,Q,K *** - **Eur 2.000,00 (euro 1.000 on each credit card)**

Two financial credit cards required

N.B. For car groups Q,W, K, as Maserati, Alfa Romeo Quadrifoglio ecc, the customer, the signatory of the rental agreement must provide 2 financial credit cards in his name which must both be issued in the same country of residence of the customer in order to allow the acquisition of the amounts indicated above as a security deposit on each of the cards presented.

Cash, Bancomat, cash-cards, debit cards, Visa Electron or prepaid cards, DINERS CLUB credit cards, are not accepted.

SECURITY DEPOSIT - SUBSCRIPTION SERVICES CARCLOUD, CARBOX, BE FREE EVO

For subscription services a security deposit of € 1,00 will be required, **excluding subscriptions for Car Groups F, Q, T, W, S, K, Z, \$, >, for which 2 (two) financial credit cards and a security deposit are required, as follows:**

Car groups F, S, Z, T, > Euro 1.000,00 (€ 500,00 on each card) ***

Car groups W, Q, K, Euro 2.000,00 (€ 1.000,00 on each card) ***

***** In such cases, the signatory of the rental agreement, must provide 2 financial credit cards in his name that must both be issued in the same country of residence of the customer in order to allow on each of the cards presented the acquisition of the above amounts as a security deposit.**

Payment by cash, ATM, Debit Cards, Visa Electron, prepaid cards, DINERS CLUB credit cards is not allowed.

N.B. Please note that for further updates on the models present in the various car groups please see the [DRIVALIA fleet section](#).

Territorial Restrictions:

The customer is not allowed to travel abroad with premium cars (car group R, Q, T, W, V, S, K, Z, \$) and commercial vehicles (1,2,3,4), by way of example and not exhaustive: Maserati, Tesla, Alfa Romeo Quadrifoglio, Tonale, etc. For further updates on the models in the various car groups please see the DRIVALIA fleet section.

Transit abroad is allowed for other types of vehicles in the following countries: Andorra, Austria, Belgium, Croatia, France, Germany, Lichtenstein, Luxembourg, Netherlands, Portugal, Czech Republic, Slovenia, Spain, Switzerland, Hungary.

However, DRIVALIA cars cannot be returned abroad.

In the case of transit abroad, it is the customer's responsibility to be aware of and comply with the traffic regulations of the vehicle in the country in which he drives.

It should be noted that in the event of a breakdown of the vehicle abroad, the roadside assistance service is limited and it depends on the availability of the supplier, which can provide, if available, a replacement car for a maximum of 3 days that must be returned within the country in which the event took place and, therefore, can not be used in any case to return to Italy.

Delivery and collection of the vehicle: One day of rental is made up of 24 hours. The rental starts from the day, time the vehicle is delivered to the Customer and will end on the day, and time the vehicle is returned to DRIVALIA. The vehicle is delivered in perfect conditions and must be returned to DRIVALIA in the same conditions as it was delivered, with exception for ordinary wear and tear. In case special cleaning of the vehicle is required at the return of the car, DRIVALIA will charge the extra cleaning service to the Customer by informing and sending him the related documentation.

N.B. Camper vans (Group 7) may be rented for a minimum period of 3 days, except during specific periods (bank holidays and high season) when the minimum rental period is at least 7 days.

Extension: An authorization by DRIVALIA is necessary to extend the rental. The Customer must contact DRIVALIA at least 24 hours before the agreed drop off date. In case of extension without prior authorization, the extra days will be invoiced at the highest daily Standard rate.

Time Tolerance: The Customer has to communicate, to the DRIVALIA location, the possible delay for the pick-up of the vehicle, in absence of any communication a time tolerance of 1 hour will be applied according to the time confirmed in the reservation; exceeded this tolerance the reservation will be considered cancelled without notice.

A 59 minutes time tolerance is allowed when returning the car (starting from pick-up time), after which one extra rental day will be charged at the highest public rate.

Third Parties Liability R.C.A. DRIVALIA's vehicles' insurance includes Third Parties Liability (R.C.A.) as required by the current law in the Country where the car has been registered.

Basic Services included in the rate:** DRIVALIA rates are made up of basic services namely those services coming from the use of the vehicle (Time/Km) and of the reduction of responsibility for damages and theft of the rented vehicle (CDR and TP service) and road assistance in case of break down caused by mechanical issues not attributable to the Customer's fault.

DAMAGES FOR COLLISION - CDR Service*: CDR Service is included in all DRIVALIA rates and by convention, it is equal to 22% of the applied rates. This service is not an insurance coverage but a conventional reduction of Customer's responsibility concerning damage to the vehicle during the rental, including that caused from traffic circulation and damage subsequent to collisions. The responsibility reduction applies up to a maximum chargeable amount as penalty for each event, which varies depending on the rented car group:

- CAR GROUPS A/B/C/5/6/ - **Eur 1.200,00**
- CAR GROUPS D/E/H/G/I/N/M/8 - **Eur 2.000,00**

- CAR GROUPS J/L /Y/O/U/X/#/\$/U/V - **Eur 2.500,00**
- CAR GROUPS F/R/Z/S/P/VANS - **Eur 3.000,00**
- CAR GROUPS W/Q/T/K/7 - **Eur 5.000,00**

***CDR Service does not include damage caused by vandalism and that caused to windows, windscreens, roof, underbody, wheels and interiors.**

For caravans (group 7), the Basic CDR Damage Service only covers damage to the external parts of the vehicle. Damage caused to the interior of the caravan (thus including all interior equipment, e.g. kitchen, shower box, sofas, etc.) of the caravan and damage resulting from improper filling of the tanks are excluded from the CDR service and the associated repair costs will be charged in full to the Customer.

THEFT AND FIRE - TP Service: TP Service is included in all DRIVALIA rates, conventionally equal to 18% of the applied rates. This service is not an insurance coverage but a conventional reduction of Customer's responsibility in case of total and/or partial theft or fire. With TP Service, the maximum amount due as penalty by the Customer to DRIVALIA varies depending on the rented car group:

- CAR GROUPS A/B/C/5/6/ - **Eur 2.000,00**
- CAR GROUPS D/E/H/G/I/N/M/8 - **Eur 2.500,00**
- CAR GROUPS J/L/Y/O/U/X/#/\$/V/ - **Eur 3.500,00**
- CAR GROUPS F/R/Z/S/P/FURGONI - **Eur 4.000,00**
- CAR GROUPS W/Q/T/K/7 - **Eur 5000,00**

DRIVALIA recommends parking the car in "secured parking areas".

****See last note of the following paragraph**

OPTIONAL SERVICES NOT INCLUDED IN THE RATE: Customer can eliminate the damage or theft economic responsibility signing for the optional service Pack 2 SUPER COVER

PACK 2 SUPER COVER SERVICE:** It's not an insurance coverage. If requested and signed for at the moment of pick-up it eliminates the maximum amount due by the Customer for damages or theft and fire. Pack 2 SUPER COVER Service also covers weather damages, damages caused by vandalism and to windows/windscreens, roof, body, wheels and tyres and inside. Pack 2 Super Cover Service has the following daily costs:

- CAR GROUPS A/B/C/5/6/ - **Eur 24,00 per day**
- CAR GROUPS D/E/H/G/I/N/M/8 - **Eur 24,00 per day**
- CAR GROUPS J/L/Y/O/U/X/#/\$/V/ - **Eur 40,00 per day**
- CAR GROUPS F/R/Z/S/P/FURGONI - **Eur 50,00 per day**
- CAR GROUPS W/Q/T/K/7 - **Eur 70,00 per day**

Exceptions optional service SUPER COVER damages - Camper vans rental: the Super Cover Service only eliminates the amount due by the Client for damages to the external parts of the Vehicle, therefore, it does not include damages caused inside the Camper (including therefore all interior equipment, e.g. kitchen, shower box, sofas, tapestries, electrical appliances, upholstery, etc.) and damage resulting from improper filling of tanks, for which the Client remains fully liable.

IN CASE OF THEFT IN CALABRIA, CAMPANIA, IN PUGLIA, IN CATANIA TOWN AND PROVINCE: Pack 2 SUPER COVER service doesn't find complete application in the event of partial/total theft or fire taking place in Campania, Puglia, Calabria or in the town and province of Catania. In these circumstances the total elimination of the deductible will not apply, the Customer will be economically responsible according to the reduced amounts stated below:

- CAR GROUPS A/B/C/5/6/ - **Eur 1.000,00**
- CAR GROUPS D/E/H/G/I/N/M/8 - **Eur 1.250,00**
- CAR GROUPS J/L /Y/O/U/X/#/\$/V/ - **Eur 1.750,00**
- CAR GROUPS F/R/Z/S/P/VANS - **Eur 2.000,00**
- CAR GROUPS W/Q/T/K/7 - **Eur 2.500,00**

- Optional G&T "Glass and Tyres" service: It is not an insurance coverage. If requested and signed for on the rental agreement at the moment of pick up, this service eliminates the amounts due by the Customer for any damage occurring to glasses and tyres of the vehicle

Damage to glass and tyres caused by vandalism or weather events remains excluded from the coverage.

G&T "Glass and Tyres" service has an additional cost of EURO 5,00 per day charged for a maximum of 10 days of rental.

For camper vans (Group 7), the Super Cover Service only covers damage caused to the exterior of the vehicle. The Super Cover Service does not cover damage caused inside the camper (thus including all interior equipment, e.g. kitchen, shower box, sofas, etc.) and damage resulting from improper filling of tanks, for which the customer remains fully liable.

IMPORTANT NOTE

****The services CDR, TP and SUPER COVER SERVICE, G&T are not valid if the driver's behaviour is in contrast with article 1176 of Civil Code. In any case, the driver cannot make use of any restriction of responsibility in case of negligence, fraud or gross negligence according to art. 1229 of the Civil Code. In all these circumstances, the Customer will be held fully responsible for the full value of the vehicle, prior document exchange between the parties regarding the event.**

Supplementary Services AIRPORT SURCHARGE or RAILWAY SURCHARGE: 16% of rate for rentals starting in airport and railway locations.

ROAD TAX: Euro 2 per each day of rental

Special Events

Basic Road Assistance: In case of breakdown, the Customer must contact the dedicated Road Assistance Service. For the replacement of the vehicle, which will depend on vehicle availability and office opening hours, the Customer must then make his own way to the nearest DRIVALIA branch. If the break down and/or intervention for which the road assistance is required is not attributable to the Customer's fault, expenses incurred into (trip, hotel, etc.) to reach the DRIVALIA location or to continue the trip without a DRIVALIA vehicle will be refundable for a maximum amount of Euro 200,00, provided all expenses receipts are available, made exception of cases where damage or loss is a direct consequence of the breakdown itself as established by art. 1223 c.c. For any other kind of inconvenience, the refund and/or compensation will not exceed the total value of the rental, made exception of cases where damage or loss is a direct consequence of the breakdown itself as dictated by art. 1223 c.c..

In case the request for road assistance or the mechanical failure is attributable to the Customer's fault, the latter will be required to pay back DRIVALIA for the costs of the road assistance.

Extra Road Assistance: this is an optional service not included in the rates, available in addition to the basic road assistance included in the rental. This service covers the costs for the intervention and recovery of the vehicle by Road Assistance even in the event the break down and/or the necessity of intervention is attributable to the Customer's fault, such as: dead battery, flat tyre, wrong type of fuel, running out of fuel, keys locked inside the car, etc. The Extra Road Assistance Service has an additional cost of EURO 3,00 per day charged for a maximum of 10 days of rental.

USE OF THE VEHICLE For the driver's safety and the right maintenance of the vehicle, the Customer must respect the maximum amount of mileage established by the different rate profiles chosen by the Customer. In case of exceeding mileage, DRIVALIA reserves the right to charge higher amounts as provided for the Rental Agreement Conditions at the back of the Rental Agreement.

ACCIDENT AND DAMAGE In the event of any accident or damage to the vehicle, the Customer must inform DRIVALIA by writing a report within 24 hours from the event or at the moment of drop off, using the specific form (CAI) that can be found in the car's document folder or by filling in the "Accident Form". In addition, the Customer shall have all necessary investigations performed by the competent authorities. The failed observance of this duty causes deep economic damage to DRIVALIA, for this reason the driver will be charged as a penalty an amount between the minimum of Euro 500,00 (amount not subject to VAT) and the maximum of Euro 2000,00 (amount not subject to VAT). The Customer must provide communication about the accident even in case Super Cover Service has been included in the rental.

Fee for the administrative handling of fines received by the Customer: If the Customer, incurs a violation of the Highway Code or other administrative sanction (including non-payment of tolls) and, consequently, the administrative sanction is notified or in any case communicated to the owner of the rented vehicle, if the Customer has not been willing/able to make payment, DRIVALIA, upon request of the assessing entities, will communicate to them the Customer's driver identification data so that these entities will renotify the fines to the Customer, which will be at the Customer's total expense, as provided for by the Highway Code.

In order to cover the costs incurred by DRIVALIA for administrative management, for each renotified fine an amount of EUR 17.21 (plus VAT) will be charged to the driver of the rented vehicle on the credit card provided as guarantee at the time of the rental agreement.

In any case in which, the administrative fine issued to the Client and notified to the vehicle owner is cancelled or discharged by the Client, the fee for the administrative management of the fines shall not be payable by the Client and, if already charged, shall be reimbursed.

- **ACCIDENT MANAGEMENT EXPENSES: Euro 50,00**
- **KEY LOSS AND/OR DAMAGE: Euro 250,00**
- **LICENCE PLATE LOSS AND/OR DAMAGE: Euro 250,00**

Penalties for loss, misplacement, damage to Camper accessory equipment (Group 7):

Living-area battery: € 500.00
Propane gas cylinder: € 200.00
Electric cable: € 140.00
Water hose: € 140.00
Sleeping bag (warm duvet, pillow, duvet cover, bottom sheet, mattress cover): up to € 210.00 each
Wedges: € 95.00 each
Dishes Kit (plates, glasses, cups, cutlery, bowls): up to € 180.00
Cookware kit: up to € 140.00
Towel set: up to € 60.00 each

REFUELLING SERVICE: The Customer has to return the car, at the end of the rental, with a full tank and to note it on the check-in document with a DRIVALIA employee. If the vehicle is not refuelled, the Customer will be charged for the fuel restoration service made up by a fixed amount and a flat-rate amount.

The fixed amount of Euro 18,00 will be charged to the Customer in addition of a flat-rate amount applied by DRIVALIA for the litres of fuel missing calculated at an increased price in comparison with the market price.

The charged fuel price will be the one published online at the moment of drop off with reference to the last update available, which currently is:

Petrol: Euro 1,96 per litre - Diesel/AdBlue: Euro 1,92 per litre

In particular agreements, where the fixed refuelling service amount is not expected, a flat-rate amount for missing fuel litres will be charged calculated at an increased price in comparison with market price, at the following amounts:

Petrol: Euro 2,48 per litre Diesel/AdBlue: Euro 2,43 per litre

The Refuelling Service amounts are updated periodically.

Electric and hybrid car charging service:

The electric and hybrid cars in the DRIVALIA fleet can be equipped with a standard domestic charging cable (3KW), a type 2 cable (22 KW) and an RFID Card EnelX charging card, as given in the related delivery report.

The customer can recharge the car, following the instructions in the vehicle use and maintenance booklet, at his home or at the DRIVALIA E-parking columns in the enabled Mobility Stores (see list published on the website mobilitystore.drivalia.com in the E-parking section), or at the Enel X public network or Enel X affiliated partners using the RFID Card EnelX charging card.

The charging service at the enabled Mobility Stores is offered to the customer free of charge, while the charging service through the Enel X public network or Enel X affiliated partners will be charged to the customer as follows:

- TYPE2_C - **0.795€ +iva KWh**
- TYPE3_A - **0.795€ +iva KWh**
- CCS2 - **1€ +iva KWh**
- CHADEMO - **1€ +iva KWh**

The amounts due for the charging service may be subject to updates and variations.

In case of theft, loss, damage or tampering of the domestic charging cable or type 2 cable, a penalty of € 250.00 will be applied for each cable.

In case of theft, loss, damage and / or tampering of the RFID Card, a penalty of € 50.00 will be applied.

DRIVALIA may block and request the return of the RFID Card in case of improper or abnormal use (maximum 100 KW per day) exceeding the charge related to the rental car.

Parking after charging is completed

If the vehicle is not removed from the charging station within 60 minutes after the vehicle charging session is completed, each minute starting from the sixtieth after the end of the charging session and up to the moment in which the connector is removed from the socket, will be charged at the following amounts:

- TYPE2_C - **0.09 € +iva al minuto**
- TYPE3_A - **0.09 € +iva al minuto**
- CCS2 - **0.18 € +iva al minuto**
- CHADEMO - **0.18 € +iva al minuto**

Extra Mileage: In the event extra kilometres on top of what already included in the booked rate, DRIVALIA reserves the right to apply a charge to the Customer of a specific cost for every extra kilometre depending on the rented car group between **€ 0.15 + VAT and € 0.35 + VAT**. In any case, DRIVALIA reserves the right to take action in the event of any major damage.

DELIVERY AND COLLECTION: When the vehicle is delivered or collected in a place different from a DRIVALIA location: Within city limits: **Euro 23,00** Out of city limits: **Euro 2,00** per Km with a min of 30 Km.

ONE WAY: When the vehicle is returned to a place different from that, it was initially rented. With DRIVALIA authorization Italy: **Euro 58,00**. **The service does not apply to camper vans (group 7), so the vehicle must be returned to the same rental office where it was picked up.**

OUT OF HOURS: Out of hours, pick up of the vehicle is permitted on specific request of the Customer. The Customer during the booking process may request to pick up the car out of the opening hours of the rental location at the following extra costs: **Euro 40.00**

ADDITIONAL DRIVER: Euro 9,00 per day.

YOUNG DRIVER: Minimum age 21, driving licence valid from at least one year and another valid identity document (Identity card and/or passport) are required. A Young Driver surcharge of € 15,00 per day will be applied for drivers between 21 and 24 years of age for max 15 days.

BABY SEAT FOR CHILDREN OVER 4 YEARS OLD: Euro 35,00 per rental.

Anti-abandonment devices are not available for children under the age of 4 (Article 172 paragraph 1bis of the Highway Code), therefore the customer can request and collect the baby seat only if in possession of his own device, for which he will be fully responsible for related assembly, use and operation.

Please note that camper vans (Group 7) are not equipped with isofix connectors.
The regulations on the use of anti-leave devices apply exclusively to drivers resident in Italy

WINTER TIRES/SNOW CHAINS: From November 15th to April 15th, an obligation for all cars travelling on some specific Italian locations, routes or highways may be in force, which mandates cars to travel equipped with winter tires or snow chains on board. You can check, even before starting your journey and collecting your vehicle, whether any of such obligations apply along your route by visiting, for instance, the following websites www.cciss.it, <http://mobile.cciss.it/>, <http://www.poliziadistato.it/articolo/50/>.

You can request to include snow chains in your rental's rate by selecting them from the "Ancillary Services" when making your reservation or directly at our rental office.

NAVIGATION SYSTEM GPS: Euro 12,00 per day max 8 days per rental/month. Navigation system must be returned to the pick-up location otherwise the Customer will be charged an additional **Euro 50,00**. In case of loss, damage or theft, the chargeable amount will be of **Euro 200,00** even if Pack 2 Super Cover service has been subscribed. It is not possible to book Navigation System, it's possible to request it at the desk and it is always subject to availability.

DRIVALIA S.p.A.

RENTAL AGREEMENT AND GENERAL TERMS & CONDITIONS

DRIVALIA S.p.A. hereby rents to the Customer the vehicle specified on the front page of this rental agreement upon the agreement conditions set forth therein and hereunder which can be fully consulted on the website www.drivalia.it under the sections "Rental Service" "Rental Agreement" furthermore we fully refer to the "General Terms and Conditions" under the section "Rental Service" on the website www.drivalia.it.

A) Insurance coverage (RCA) an Equipment

The insurance for DRIVALIA S.p.A. vehicles covers the public liability insurance towards third parties, according to the law of the country where the vehicle is registered. The vehicle is delivered with sealed speedometer, accessories, triangle, one spare-wheel or tyre repair kit, reflector jacket, and all the equipment required according to the law. The Customer is responsible to return the above mentioned in a perfect state of repair. The electric and hybrid cars in the DRIVALIA fleet can be equipped with a standard domestic charging cable (3KW), a type 2 cable (22 KW) and an RFDI Card EnelX charging card, whose theft, loss, damage and/or tampering will lead to the application of the relative penalty, as better specified in the Terms and Conditions document on www.drivalia.it.

B) Delivery and collection of the vehicle

The rental starts from the day and time the vehicle is delivered to the Customer and will end on the day and time the vehicle is returned to DRIVALIA S.p.A. The vehicle is delivered in perfect conditions and must be returned to DRIVALIA S.p.A. in the same conditions as it was delivered, except for the ordinary wear and tear, on the day and at the time specified in the rental agreement. At check-in, Customer is obliged to ask for the signature of a DRIVALIA employee on the Check-in report where the actual conditions of the vehicle and fuel level must be written. For electric or hybrid vehicles, in addition, the return of charging cables and the EnelX RFDI Card has to be checked.

Without the above-mentioned signature, DRIVALIA's determinations will be valid and accepted by tacit agreement. If at time of check in damages on the vehicle are ascertained, DRIVALIA S.p.A. will inform the Customer by email, enclosing relevant pictures and certified evaluation issued from an independent body and will ask for Customer's comments about. Unless the Customer can prove that the damage was a result of a cause not attributable to him as provided for in art. 1588 of the Italian Civil Code, DRIVALIA will then proceed in charging the penalty amount according to letter F of this contract, on the Customer's credit card.

In case special cleaning of the vehicle is required at the return of the car, DRIVALIA will charge the extra cleaning service to the Customer by informing and sending him the related documentation. The vehicle must be returned to the rental location in the day scheduled at time of booking. If the Customer wishes to modify the time limits (place, date, time) he will need the prior written approval from DRIVALIA S.p.A., contacting DRIVALIA S.p.A. at least 24 hours before agreed return date. In the absence of prior authorization, if the vehicle is returned later and longer than the 59 minutes of tolerance allowed for delays, without communication and/or authorization, the extra days will be charged at the highest standard daily rate published in the pricelist in force. If the vehicle is returned on the Italian territory but in a different station from the one agreed, without DRIVALIA S.p.A.'s prior authorization, the Customer will be charged for a penalty fee, always keeping into consideration all the conditions established in letter T of the present Rental Agreement. The vehicles are not allowed to be returned outside Italy.

Under no circumstances may the vehicle be returned outside the territory of Italy; furthermore, in the case of camper van rentals, return to a rental office other than the one where the rental began is not permitted. If when returning the vehicle the keys are not also returned because of loss, or for any other reason, or are returned damaged and/or tampered with, the Customer will be held responsible for the payment of a contractually predetermined penalty, with the exception of cases with evidence which shows that the damage cannot be directly attributed to the Customer, as provided by art 1588 c.c. The same penalty will also be applied in case of loss and and/or damage of the vehicle's license plate.

In the case of Camper rentals, please note that the minimum rental period must be 3 days, except during specific periods (bank holidays and high season) when the minimum rental period must be at least 7 days.

The camper will be delivered already equipped with: shower box, chemical toilet, kitchen, service battery, propane gas cylinder, electric cable, water pipe, sleeping bag (warm duvet, pillow, duvet cover, sheet), wedges, crockery kit (plates, glasses, cups, cutlery, bowls), pots and pans kit, towel set, camping set (table and 4 chairs), vehicle use booklet. The camper must be returned with all the above-mentioned equipment present inside it at the time of collection. Otherwise, if the above-mentioned equipment is lost, damaged, stolen and/or tampered with, the relative penalties will be applied as indicated in the document Drivalia General Terms and Conditions (Penalties for loss, damage, misplacement of Camper accessory equipment (Group 7)).

The camper is delivered clean and sanitized inside and outside, with the clean water tank full and the dirty water recovery tanks completely empty. On return, the camper must be returned in the same condition. Otherwise the following amounts will be applied

- € 100.00 interior cleaning service
- € 100.00 service for emptying the waste water tank

In particular, the Client must return the vehicle, taking care to also carefully clean the bathroom area (toilet, shower, hand basin, mirror and floor), avoiding the use of products containing chlorine bleach or ammonia as they ruin the surfaces and the Kitchen area (cooker, fridge, drawers and cabinets, tables), as well as the cell cabin and lockers;

If the refrigerator and/or furniture have not been completely emptied, an amount of EUR 50.00 will be charged for the disposal service, even if the final cleaning service has already been charged.

Seat and sofa covers must be protected to avoid stains from liquids, drinks, or various foods. If stains are found on the seat pillows at the end of the rental period, an amount of EUR 60.00 shall be charged for the cleaning service for each pillow.

C) Guarantee deposit with financial credit card

The Customer, signatory of the contract (first driver), is required to provide a financial credit card to guarantee the rental service. The card must be issued in the same country of residence of the customer. To this end, a security deposit will be required by authorization on the same credit card. The amount of the deposit will be equal to the amounts specified in the Terms and Conditions document on the www.drivalia.it website. The guarantee deposit will be unblocked in whole or in part, against the sums due to DRIVALIA S.p.A. in consideration of section H, of this agreement here below. The Customer authorizes the use of the provided credit card as only mean of payment for any chance relating to the rental and the agreement. For cars in the Q, W, K groups (by way of example and not exhaustive: Maserati, Alfa Romeo Quadrifoglio, etc. For further updates on the models in the various car groups please see the [DRIVALIA fleet section](#)), the signatory of the rental agreement, must provide 2 financial credit cards in his name that must both be issued in the same country of residence of the customer in order to allow the acquisition of a security deposit on both cards. For subscription services, for cars included in groups F, Q, T, W, V, S, K, Z, \$ (by way of example and not exhaustive: Maserati, Tesla, Alfa Romeo, etc. For further updates on the models in the various car groups please see the [DRIVALIA fleet section](#)), the signatory of the rental agreement, must provide 2 financial credit cards in his name that must both be issued in the same country of residence of the customer in order to allow the acquisition of a security deposit on both cards.

The amount of the deposit that will be taken on each card presented will be equal to the amounts specified in the Terms and Conditions document on the www.drivalia.it website. **In any case, cash, debit cards, Visa Electron, prepaid or rechargeable cards, Diners Club circuit cards are not accepted.**

D) Maintenance of vehicle

The Customer undertakes to use properly and carefully the vehicle and he will be held responsible for any damage caused to the vehicle, unless evidence is supplied which can prove that the damage itself has been caused by events which cannot be attributed to the Customer, as established by art 1588 c.c. The Customer, for Diesel vehicles that are equipped with it, is responsible for supplying the car with the AdBlue additive. Furthermore, the Customer shall verify regularly the levels of engine oil, cooling liquid and brakes fluid and in any case every 1000 km driven. Costs for garaging, washing and mending flat wheels and tires are at Customer's charge. Oil and greasing due to normal wear will be reimbursed upon presentation of proper invoices headed to DRIVALIA S.p.A. issued from the supplier (specifying the date, name and address of the supplier, the plate number and mileage on the vehicle), upon the authorization of DRIVALIA S.p.A. and upon the presentation of the parts which have been replaced. In case of breakdown the Customer will contact DRIVALIA S.p.A.'s Assistance and the nearest DRIVALIA Location for assistance and/or the eventual replacement of the vehicle. During the winter period, with the occurring of low temperatures and anyway when transiting in mountain areas, the Customer is required to add the required antifreeze additive to the fuel and store the vehicle in covered parking areas. If these precautions aren't taken the Customer will be held financially responsible for any damage caused by such negligence. In case of damage or break-down the Customer will call the DRIVALIA Assistance Service and will contact the closest DRIVALIA S.p.A. branch for further assistance and/or the possible replacement of the vehicle. If the request for road assistance or the mechanical failure is attributable to the Customer's fault, the latter will be required to pay back DRIVALIA for the costs of roadside assistance.

E) Use of vehicle

The vehicle shall be driven by the Customer or by one or more additional drivers, if indicated on the front page of this Rental Agreement, provided that they are at least 21 years old, in possession of a full driving license valid from at least 12 months and another valid identity document and fiscal code.. For the DRIVALIA CarCloud subscription service the client is required a driving license valid and issued at least since one year, tax code and valid identity document (identity card and/or passport). Driving licenses printed with non-Roman Alphabet (Arabic, Chinese, Japanese, Cyrillic etc.) must be complemented by an International Driving License. DRIVALIA S.p.A. reserves the right not to provide a vehicle to the Customer in case the documents presented by the Customer are not considered to be sufficient. The vehicle can't be driven from other persons than the ones indicated on the front of this rental agreement, unless prior written authorization from DRIVALIA S.p.A..

It is strictly forbidden, under penalty of termination of the contract, that a customer may rent more than two vehicles and each user may be the owner of only one DRIVALIA subscription service.

Any infringement to the Road code will be considered to be a breach to the driver's contractual obligations.

The Customer must hold and use the vehicle with all due care and responsibility, and any action in contrast with this disposition will result in the total responsibility of the Customer as penalty (ex art. 1587 and art. 1176 of the Civil Code). In any case the vehicle is not to be used for:

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- a) illegal transportation of goods (smuggling, transportation of drugs and/or dangerous goods, etc.);
 - b) transportation of passengers upon payment of a fare either expressly or implicitly agreed;
 - c) illegal purposes, speed contests or trials or any other contest;
 - d) travel abroad with Premium cars and commercial vehicles as indicated in the document "Rental Terms and Conditions"
 - e) sub renting or irresponsibly lending to third parties;
 - f) driving under the effect of alcohol or drugs, in a state of unconsciousness, in anomalous psychophysical conditions and/or in contrast with the regulations established by the Road code.
 - g) travel abroad to countries that are not covered by the "Rental Terms and Conditions" document;

For the driver's safety and the right maintenance of the vehicle, DRIVALIA S.p.A. reserves the right to consider wrong and/or abnormal use of the vehicle in case of exceeding the maximum standard mileage established by the rate chosen by the Customer. In these circumstances DRIVALIA reserves the right to apply a specific rating according to the car group rented. In any case DRIVALIA S.p.A reserves the right to take action in the event of any major damage. DRIVALIA reserves the right to request the customer to return the vehicle at any time, in order to inspect and verify its status with at least 48 hours' notice. In the event the customer does not provide this request, the rental company will be able to terminate the contract pursuant to art. 1456 of the Italian Civil Code.

F) Services included in the rate and optional

Basic Service CDR * Damage:

CDR service is included in all of DRIVALIA S.p.A.'s rates, by convention equal to the 22% of the applied rates. It is not an insurance coverage, but a conventional reduction of the Customer's responsibility in the event of traffic accidents or damages to the rented vehicle due to an accident with at least another vehicle being involved or without counterparty. With CDR the Customer will be responsible up to a maximum amount chargeable for each event depending on the rented car group between a minimum of euro 1200,00 and a maximum of euro 3500,00 as specified In Terms and Conditions available on www.drivalia.it. CDR service does not cover damages to: windows/windcreens, roof, underbody, wheels, tires, interiors and damage caused by vandalism.

For camper vans, the Basic CDR Damage Service only covers damage to exterior parts of the vehicle. Damage caused to the interior of the camper (thus including all interior equipment, e.g. kitchen, shower box, sofas, etc.) of the camper and damage resulting from improper filling of the tanks are excluded from the CDR service and the associated repair costs will be charged in full to the Customer.

Basic Service TP* Theft:

TP service is included in all of DRIVALIA S.p.A.'s rates, by convention equal to the 18% of the applied rates. TP service is not an insurance coverage but a conventional reduction of the Customer's responsibility in case of full/partial theft or fire. With TP the Customer will be charged for an amount depending on the rented car group between a minimum of euro 2000,00 and a maximum of euro 5000,00 as specified In Terms and Conditions available on www.drivalia.it.

Exceptions for TP Basic Service:

The Customer and/or Driver remains totally accountable for the full value of the vehicle if the keys of the car are not returned to DRIVALIA. In case of total, partial theft or damage due to fire taking place in Campania, Puglia, Calabria or in the town and province of Catania, DRIVALIA will not provide any replacement car to the Customer.

Optional SUPER COVER* Service Damage and theft:

It is not an insurance coverage. The Customer can waive the deductible due in case of damages and theft of the rented vehicle by signing for SUPER COVER Service at the moment of pick up. SUPER COVER Service also covers damage, weather damage, damage caused by vandalism, to windows/windscreen, roof, underbody, wheels and tires, and interiors

Exceptions to the optional service SUPER COVER damages - Camper rental:

the Super Cover Service only eliminates the amount due by the Client for damages related to the exterior of the Vehicle, therefore, it does not include damages caused to the interior of the Camper (including therefore all the interior equipment, e.g. kitchen, shower cubicle, sofas, upholstery, electrical appliances, upholstery, etc.) and damages resulting from improper filling of tanks, for which the client remains fully responsible

Exceptions for SUPER COVER service Theft:

In the event of partial/total theft or fire taking place in Campania, Puglia, Calabria or in the town and province of Catania, the Super Cover service does not waive the penalty in full, but reduces the amount chargeable by 50% of the penalty which will vary depending on the rented car group as better specified in T&C present on website www.drivalia.it. Furthermore, DRIVALIA S.p.A. reserves the right not to provide a replacement vehicle to the Customer.

Optional G&T "Glass and Tires" service:

It is not an insurance coverage. If requested and signed for on the rental agreement at the moment of pick up, this service eliminates the amounts due by the Customer for any damage occurring to glasses and tires of the vehicle.

Damage to glass and tires caused by vandalism or weather events remains excluded from the coverage.

IMPORTANT NOTICE

*** CDR, TP and SUPER COVER, G&T services are not valid:**

in case of fraudulency or gross guilt according to 1229 of the Civil Code;

in case the driver's behavior is in contrast with art. 1176 and art. 1587 of the Civil Code; in case the car keys should not be returned.

In all these circumstances, the Customer is fully responsible for the full cost of the vehicle following the exchange of documentation about the event between the parties.

In the above mentioned cases DRIVALIA reserves the right not to provide the vehicle, once the occurred facts have been examined.

G) Accident, Damages

In the event of any accident or damage to the vehicle, Customer must inform DRIVALIA S.p.A. in writing within 24 hours from it or at the moment of drop off, using the specific form (CAI) that is in the car's document's folder or by filling the Accident Form. In addition, the Customer shall have all necessary investigations performed by the competent authorities. The failed observance of this duty causes deep financial damage to DRIVALIA S.p.A., for this reason the Customer will be charged for a penalty amount starting from € 500.00 (not subject to VAT) up to a maximum of €

2000.00 (not subject to VAT), as indicated in the General Rental Conditions available on www.drivalia.it in Rental Service section. The Customer must provide communication about the accident even in case Super Cover service has been included in the rental. The Customer is aware that the vehicle could be equipped of satellite tracking devices enabled to collect data of vehicle utilization as well as of data of accident occurred during road traffic. Such data will be processed and gathered from the Company handling them to be then forwarded to the Insurance Company of the vehicle and to the law enforcement.

H) The Customer undertakes to pay DRIVALIA S.p.A. by credit card

1. The cost of the rental, calculated on the basis of the time and mileage rate;
2. The extra cost due in the event the vehicle is returned to DRIVALIA S.p.A. in a place different from where the vehicle was initially delivered, calculated on the basis of the foreseen rate (One Way service);
3. Refueling Service refund for fuel restoration, to bring the fuel level as it was when the vehicle was delivered. In particular, it will be charged at a fixed amount and a flat-rate amount calculated at an increased price in comparison with the market value. The above increases will be calculated according to the specific pricelists printed in "General Terms and Conditions" paragraph "Accessories" available on web site www.drivalia.it section "Rental Service" with reference to the vehicle drop-off date.
4. The sums due for the purchase of SUPER COVER, G&T and for any eventual excess as mentioned under letter D, F and G and in general for any damage to the vehicle, and also the management fee for every accident dossier;
5. Possible airport and railway surcharges, road tax, taxes;
6. An amount relating to the service of handling fines for traffic violations, non-payment of parking fees, tolls, state-owned and/or public green areas, etc., as indicated in the Rental Terms and Conditions, and the customer also agrees to have his credit card charged for fines notified after the end of the rental period in all cases in which Drivalia's intervention is required and/or the issuing authority has failed to notify the driver of the vehicle;
7. The reimbursement of all the expenses and burdens borne by DRIVALIA S.p.A. to obtain payment of the sums due by the Customer;
8. each penalty or extra mentioned on "General Terms and Conditions" available on the web site www.drivalia.it in

the section "Rental Service";

9. The sum due for any other service rendered to the Customer. The above mentioned sums shall be charged on the Customer's bank account pursuant to the conditions established by the company issuing the credit card presented when signing the rental. The Customer paying with a prepaid voucher or renting on behalf of another subject (juridical or physical person) is jointly responsible with the subject issuing the voucher for the payment of any amount concerning the rental in case of partial or total insolvency by the issuing subject.
10. The sum due for the charging service carried out by the Customer through the RFDI Card on the EnelX public network or Enel X affiliated partners. The Customer will pay the amount for number of KW charged, as specified in the "General Terms and Conditions" under **"Electric and hybrid car charging service"** available on the website www.drivalia.it in the section "Rental Services";
11. The sum due for each parking minute after the sixtieth following the end of the charging session and up to the moment in which the connector is removed from the socket, in case the vehicle is not removed from the charging station within 60 minutes after the end of the vehicle charging session. The mentioned amount will be calculated according to the "General Terms and Conditions" under **"Parking after charging is completed"**, available on the website www.drivalia.it in the section "Rental Services";
12. All amounts relating to the Camper cleaning services and penalties for damage and/or tampering of accessory equipment as set out in paragraph B) herein and in the "General Terms and Conditions" paragraph "Penalties for loss, tampering, damage to Camper accessory equipment (Group 7)" available on the website www.drivalia.it section "Rental Service";

In case of rentals on behalf of another subject (juridical or physical person), the signing subject of the rental agreement is responsible together with the juridical person for every contractual condition hereby specified, such as missing payment of: damages caused, car theft, fines, etc.. DRIVALIA S.p.A.'s invoices shall be payable upon receipt of them. In the event of delayed payment, the Customer must pay DRIVALIA S.p.A. for interests equal to the official discount rate increased by 4% and, in any case, within the maximum limits authorized by regulations in force, if there is no different and more suitable provision to the contrary.

I) Responsibility

Keeping into account the vehicle's manufacturer's responsibility for construction faults, DRIVALIA S.p.A. will perform all ordinary maintenance activities to ensure the vehicle is provided in good working order, guaranteeing the constant maintenance required in relation to the usage of the vehicle as established by art. 1575 c.c.

L) No assignment

The Customer undertakes not to assign, transfer, mortgage or pledge the vehicle, its accessories, equipment and any other part of the vehicle and not to carry out any activity in contrast with DRIVALIA S.p.A.'s right of decision as owner of the vehicle.

M) Replacement vehicle

DRIVALIA S.p.A. reserves its right not to provide a replacement vehicle in case of accident, theft, fault, damage or for any other event without the necessity of justifying such refusal. In the event of fire or theft taking place in Campania, Puglia, Calabria or in the town and province of Catania no replacement vehicle will be provided.

N) Jurisdiction

The Court having jurisdiction for any disputes arising from and/or related to the vehicle, particularly for any action necessary for forced debt collection owed to DRIVALIA S.p.A., will be exclusively the Rome Court. Such clause shall not apply in the event the Customer is using the service for purposes unrelated to his profession or business (Consumer) as provided for in Article 33, paragraph 2, letter u) of the Consumer Code.

O) Losses

Under no circumstances DRIVALIA S.p.A. will be responsible for the loss of the Customer's or third parties' belongings left unattended or loaded in the vehicle during the rental or after the return of the vehicle. DRIVALIA S.p.A. however commits to promptly informing the Customer of any goods found inside the vehicle at the end of the rental and if requested by the Customer, to shipping or holding the goods for the Customer for up to 30 days, after which the items will be considered abandoned.

P) Interpretation

In case of conflict in the interpretation of the two versions of this agreement, the Italian version shall prevail on the English version.

Q) Amendments

Any amendments and/or addition to the rental general conditions hereof shall not be binding unless agreed upon in writing.

R) Acceptance of the agreement conditions

The Customer, by his signature agrees to rent the indicated vehicle at the indicated rates and conditions in this agreement and authorizes DRIVALIA S.p.A. to debit the indicated Credit Card. The client declares to have examined the "Terms and General Conditions" available on the web site www.drivalia.it section "Rental Service". With the exception of promotional activities, the client is economically responsible for the actual car group used.

S) Conditions with declared approval

According to and for the effects of Art. 1342 C.C. et seq. The Client declares to accept the conditions at the letters B, D, F, G, H, I, L, N, O, R, T as separated acceptance on the front of the Rental Agreement.

T) Responsibility declaration

The Customer and the driver declare to be fully aware that in the event the vehicle is not returned within contractual time limit and in absence of any valid preventing reason (circumstances beyond one's control) they will be responsible of embezzlement or, at worst, of contractual fraud.

Last update 10.08.2023

DRIVALIA S.p.A.