Car Rental Regulations

§1 Introduction

1. These Terms and Conditions specify the detailed terms and conditions of car rental agreements concluded by Luxury Cars Canary Islands
2. In the event of a conflict between the lease agreement (hereinafter referred to as the agreement) and the Regulations, the parties are bound by the agreement.

§2 General information

1. At the time of collecting the car, the Lessee must have a driving license valid and accepted in the territory of the Republic of Poland, an identity document, a payment card of which he is the holder and a booking confirmation/voucher, and in the case of choosing the rental option, an additional driver, also a driving license of this person valid and accepted in the territory of the Republic of Poland.
2. If the Lessee fails to collect the car from the Lessor within 15 minutes of the agreed date and time of collection resulting from the reservation, the Lessor has the right to treat this as a resignation. If the Lessee wants to collect the car with a delay, they should contact the Lessor and indicate the estimated time of delay.
3. Confirmation of the delivery of the car is a handover protocol signed by the parties.
4. The car is handed over to the Lessee with a full fuel tank, the level of which is recorded on the handover protocol. The car should be returned with the same level of fuel.
5. The Lessee is not entitled to make the car available (including through subletting or giving it for free use) for the purpose of its use to third parties without the prior written consent of the Lessor.
6. The rented car may not be used by the Lessee or third parties in a manner contrary to its intended purpose, in particular for racing, rallying, competition or training drives, for driving lessons, for towing vehicles or trailers, for commercial purposes, contrary to the manufacturer's operating instructions, contrary to the law, and in particular to the road traffic law.
7. Neither the tenant nor anyone using the vehicle may smoke cigarettes, tobacco or any other substances in the vehicle. Animals may not be transported in the vehicle.
8. It is forbidden to remove or cover any markings on the vehicle, including the Lessor's company markings, unless the Lessor agrees to this in writing.
9. The Lessee undertakes to bear the costs related to the use of the rented car, in particular: the costs of purchasing fuel, windshield washer fluid, oil, washing, cleaning the interior, parking, garage and tire repair costs. The Lessee is obliged to regularly check and replenish the level of operating fluids in the car, including fuel, oil, brake fluid, and coolant.
10. During the term of the agreement, the Lessor has the right to inspect the technical condition of the vehicle and the manner of its use in order to check whether the Lessee is fulfilling the terms of the agreement.
11. The Lessee will make the car available for inspection or tire replacement at the place and time indicated by the Lessor.
12. The Lessor has the right to terminate the rental agreement without notice and to immediately collect the Vehicle at the Lessee's expense if the Lessee uses the car in a manner inconsistent with the Agreement or the Regulations, without returning the deposit.
13. The lessee is obliged to return the car in the same technical condition in which it was received.
14. If, at the time of returning the car, carrying out the inspection is difficult or impossible, the report will be drawn up when the factors that make it difficult or impossible cease to exist. The Lessor is not responsible for the condition of the car if it was damaged in the period between its collection from the Lessee and before the inspection. If the Lessee is not present when the report is drawn up, the Lessor has the right to draw up the report on behalf of the Lessee.
15. The duration of the Agreement may be extended only with the prior written consent of the Lessor, provided that the Lessee submits a written request for further use of the car no later than 48 hours before the end of the Agreement.
16. The Lessor reserves the right to make the Lessee's or Driver's data available to the authorized bodies (e.g. Police, Municipal Police, GITD).

§3 Travel outside Tenerife

1. The lessee is not entitled to drive the car outside any island other than Tenerife.
2. The lessee is not entitled to drive the car to mainland Spain.

§4 Fees

1. Payment for the rent is made in advance for the entire rental period.
2. Payment for additional options is made only when the car is handed over to the Lessee.
3. Payment can only be made by payment card (VISA, Mastercard) issued in the name and surname of the Tenant.
4. In the event of shortening the rental period specified in the agreement, the funds are non-refundable.
5. Before handing over the car to the Lessee, the Lessor establishes a pre-authorization of funds on the Lessee's payment card, which is held by the Lessee, in the amount specified in the Agreement. The pre-authorization of funds serves to secure any claims of the Lessor against the Lessee, based on the concluded Rental Agreement and these Regulations. The Lessor is entitled to charge the Lessee with unpaid, but due amounts resulting from the Agreement and the Regulations.
6. Pre-authorization is unblocked on the customer's account within 7-21 days, depending on the internal regulations of the payment card owner. In the event of a block lasting longer than 21 calendar days, the Lessor recommends the Lessee to contact the bank.
7. The release of pre-authorisation does not mean that the Lessor has waived any claims against the Tenant.

§5 Insurance

1. Cars have AC insurance. In the event of damage to the vehicle due to the fault of other vehicles, the lessor is not responsible.
2. In the event of damage to the car due to the Lessee's fault, the Lessee bears full responsibility for the damage. This includes covering the costs of repairing the vehicle, as well as other expenses resulting from the removal of damage.

§6 Failure

1. In the event of any malfunction of the car or its components, the Lessee/person driving the car is obliged to secure the car in a manner that prevents deterioration of its technical condition, and to immediately inform the Lessor of the malfunction, indicating the exact location of the car and providing further information necessary to secure the vehicle.
2. In the event of the immobilisation of the rented Vehicle, the Lessor will, if possible, provide the Lessee with a replacement Vehicle of a maximum segment B for the period of repairs.
3. The provision of a replacement vehicle is not available in the event of:
    1. loss of the registration certificate and/or insurance policy and/or vehicle keys,
    2. damage to the Vehicle due to the fault of the Lessee or a person not authorized to drive the Vehicle,
    3. immobilization of the rented Vehicle off the island.
    4. acts of vandalism.

§7 Accidents, damage, theft

1. In the event of loss, theft, theft of components or damage to the car, the car's involvement in an accident or road collision, the Lessee or the person driving the car must immediately report the event to the nearest police station and to the Lessor.
2. The Lessee and the person driving the car are obliged to immediately provide information requested by the Lessor or the insurance company related to the events indicated in paragraph 1, including information necessary to pursue claims for compensation and:
    1. to provide documents confirming that the police report has been made,
    2. to provide care and security of the car,
    3. to provide, if available, data on participants, witnesses, and his/her own description of the events indicated in paragraph 1,
    4. to take all possible actions to detect the perpetrators and participants of the events indicated in paragraph 1,
3. If the Tenant breaches any of the above-mentioned provisions, the Tenant shall be fully financially liable for any damage caused to the Lessor or a third party.
4. The Lessee, the person driving the car are not authorized to make any statements on behalf of the Lessor to third parties, in particular, regarding the recognition of any claims, such statements do not bind the Lessor. Statements on the recognition of third party claims made by the Lessee or the person driving the car on their own behalf are not binding on the Lessor.
5. If it is necessary to determine the value of damage to the leased property, the amount of damage is determined on the basis of the Audatex price list.
6. The Lessee shall be liable to the Lessor in the event that he returns the subject of the lease in a condition that is worse than in which the car was delivered to the Lessee, up to the amount of the deductible/deposit specified in the Agreement, provided that this limitation (deductible/deposit) does not apply to the following situations:
    1. damage caused by the Lessee intentionally or as a result of gross negligence or recklessness, including damage caused in connection with the Lessee exceeding the speed limit,
    2. damage resulting from improper use of the vehicle, in particular engine seizure,
    3. damage resulting from refueling with the wrong fuel,
    4. damage to the vehicle interior (unless it is the result of a road collision),
    5. damage to the tires, glass, chassis or Vehicle equipment such as (radio antenna, fire extinguisher, spare wheel, etc.)
    6. the driver fleeing the scene of the accident,
    7. making a false statement regarding the place, time, circumstances and causes of the damage,
    8. driving a vehicle under the influence of drugs or psychotropic substances, alcohol or without a valid driving license,
    9. theft of the car if the keys and/or vehicle documents are not returned to the Lessor and if the vehicle was not properly secured by the Lessee against theft and burglary,
    10. when the Insurance Company with which the AC insurance contract for the vehicle was concluded or the Insurance Company of the perpetrator of the damage (OC) refuses to pay part or all of the compensation for reasons attributable to the Lessee or third parties for whom the Lessee is responsible or to whom he made the car available.
    11. driving the vehicle by a person not authorized by the Lessor

§8 Deductible for damage or theft

1. The Lessee has the option of concluding a contract in the "without deductible" variant. In such a case, the Lessor will not claim compensation from the Lessee in connection with the return of the car in a condition worse than when it was handed over to the Lessee, loss or theft. The above applies to the amount of the deductible specified in the Agreement and the costs of lost profits specified in §7 sec. 7. Concluding a rental contract in the "without deductible" variant does not exclude the Lessee's full liability for damage in situations specified in §7 sec. 6 letter aj, which means in particular that in such a case the amount of compensation due is not reduced by the value of the "deductible".
2. If the Lessee receives a replacement car, it is not subject to the waiver of the excess for damage and the Lessee bears full financial responsibility for its damage.
3. If the Lessee receives a replacement car, the Lessor has the right to create another pre-authorisation on the Lessee's payment card.

§9 Landlord's Liability

1. 1.The Lessor shall not be liable for any damages to the Lessee or third parties, in particular:
    1. related to or resulting from damage, malfunction, theft of the vehicle or its parts,
    2. related to or resulting from leaving, losing or transporting items or people in a car.

§10 Additional fees

1. Providing a Vehicle to an unauthorized person – EUR 300.
2. No key – cost of key at Authorized Service Center + EUR 50.
3. Lack of Vehicle documents (does not apply to Vehicle theft) – EUR 50.
4. No registration plate, registration sticker on the window (each) – EUR 50.
5. Smoking in the Vehicle – EUR 200.
6. Violation of the ban on transporting animals, removal of hair – EUR 200.
7. Return of a Vehicle with stains on the seats, upholstery or in the trunk – EUR 150.
8. Return of a Vehicle with an unpleasant odour – EUR 150.
9. Missing or damaged original hubcaps - 25 EUR
10. Filling the Vehicle with the wrong fuel – repair cost + EUR 250.
11. Dismantling of parts of the Vehicle or making modifications without the Lessor's consent – EUR 500. + the cost of replenishing the missing part at an Authorised Service Centre.
12. Each time you exceed the speed limit by more than 140 km/h – 20 EUR
13. In the event of damage to or failure to return any of the selected additional equipment items (GPS, chains, roof rails and roof box), the Customer is required to cover the full cost of the missing equipment.
14. Return of a dirty car seat – 10 EUR
15. Return of a damaged or incomplete seat – EUR 100
16. Administration Fee for returning the Vehicle with a delay of more than 60 minutes without informing the Lessor – EUR 20
17. Unauthorised use of the car – the value of the daily rate specified in the Agreement plus EUR 50 for each commenced day
18. Vehicle refueling service EUR 50 + fuel cost.
19. In the event of leaving or attempting to leave the island without permission – EUR 300
20. Providing written information at the request of law enforcement agencies and/or administrative bodies about the user of the Vehicle involved in the commission of an offence and/or crime – EUR 50
21. Administrative fee for paying a fine or other fee resulting from the customer's use of the car – EUR 50 + actual cost of the fine or fee.