



## RENTAL CONDITIONS

We recommend that you read our General Conditions of Rental, and prompt you to confirm membership, and that you have read and understood before a booking can be confirmed.

The present general terms and conditions governing any vehicle reservation made through ECOANDONE website, or by signing the module that the employee will present you before the start of the rental.

## RESERVATIONS

To reserve a vehicle, you must follow the instructions on the screen and submit the following:

- Completely cover the booking form data (type of service and vehicle, place of delivery and destination, date, time, additional services, etc..) and personal and payment details (credit card).
- Reading and acceptance of these terms and conditions.

## REQUIREMENTS

- **SERVICE HOURS / BOOKING BY PHONE:** 7/7 from 9.00 am to 8.00 pm RESERVATION REQUIRED.

**AUTO:** from 6.00am to 10pm

**MOTO:** from 9.00am to 8pm

- **Reservations made by emails** will be answered in the shortest time possible during the opening hours of the office for the availability of vehicles

- **Modification / cancellation:** You can change or cancel your reservation without charge after being confirmed by sending an email to [booking@ecoandone.com](mailto:booking@ecoandone.com), as long as it occurs 48 hours prior to delivery of the vehicle, otherwise you must phone to make an appropriate amendment or cancellation. Reservations, changes and /or cancellations made by phone may be recorded and your personal data will be stored in our database for the management of the future bookings. If you do not cancel your reservation at least 48 hours before the date and time stated for delivery or you don't pick up your vehicles, ECOANDONE will charge your credit card the amount of the rental.

- **Minimum age**
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## CARS

25 years old (with valid B licence, at least 3 years driving experience)

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## MOTORBIKES

18 (valid AM-A1 licence, at least 2 years driving experience) up to 125cc. Power engine or 15 kw;

21 (valid A1-A2-B licence, at least 3 years driving experience ) up to 35 kw;

25 (valid A licence, at least 3 years driving experience) over 400cc.

- **Accepted payment methods:**

Payment of rent can be made in advance using PayPal. We accept cash (guarantee deposit must be paid ONLY by credit card), or any major credit cards at the time of delivery of the vehicle, for the payment of the full rent plus extra services (airport waiting service, tour guide, etc). The credit card is a mandatory requirement as guarantee of rental, as a deposit amount is pledged on the credit card at the beginning of the rental.

- **New Destination:** If you want to make another destination after initially contracted, you have to obtain prior authorization from ECOANDONE and immediately pay the amount of the new rental.



## PERSONALIZED WAITING SERVICE IN THE TERMINAL

Personalized waiting service in the terminal, in the area of the flight arrivals. Up to 30 minutes after the landing of the flight; **you must notify to ecoandone via email or sms if your originating flight is delayed.** ECOANDONE not have an office at the airport in Barcelona, if you require this ADDITIONAL service with the cost quoted in the web page, one our representatives will wait for you in the arrival terminal with a sign indicating the name of ECOANDONE.

**RESERVATION REQUIRED**

## FEE “ALL INCLUSIVE”

**The rental fee includes:**

- Agreed fee
- Delivery and pick up point in the city or at a railway station / metro located within 20 km from the city center
- Limited mileage as indicated in point 1.
- First fuel tank deposit (for motorbike rental. - Not intended for cars, where the vehicle is returned with the same quantity of fuel of the time of delivery, indicated in form 2 of the Rental Agreement)
- Gps navigator with charger
- Motorbike provided equipment: 2 helmets, balaclava, tour-pak, wheelblock , raincoats, motorcycle battery charger (where needed), related documents
- Added value tax or other local taxes
- Circulation and tax rates
- Mandatory liability insurance policy covering damage to third parties, additional responsibility, travel assistance, legal defense, personal accident (driver only)
- Compensation of damage, claim of damage, windshield and glass claim (in presence of a comprehensive coverage)

**Not included:**

- Personal waiting service at the terminal
- Waiting service outside office opening hours
- Additional driver
- Child car seat (for children under 3 years or over 3 years not exceeding a height of 150 cm). Ecoandone will not respond for damages caused by customers for noncompliance- improper use of the mandatory security equipment
- Damages to the vehicle or appropriation of parts of the vehicle are Renter responsibility, the corresponding rate will be estimated according to schedule of rates or by an insurance adjuster. The amount will include compensation for loss of profit/loss of hire due to the damage.
- Theft and vandalism. The maximum liability of the customer will be the value of the vehicle on the market at the time of the incident. (in case of a comprehensive coverage insurance, renter liability corresponds to the excess insurance fee)
- Any traffic fines, unpaid tolls and park-tickets not paid during the rental, other than management fees, and any amounts deriving from other services used by the Renter. Customer is bound to fully pay such expenses to Ecoandone , as well as € 35.00 + VAT for the administrative management of the penalties.
- Replacement of vehicle
- Excess (garantee deposit) maximum amount of money charged to renter in the event of loss or damage to the vehicle, according to vehicle model/type
- Damage to tires and rims
- Damage to equipment, luggage and personal objects on board
- Loss or damage of keys with extra charge for downtime costs
- Loss or damage to the helmet or personal equipment part

## DISCLAIMER

ECOANDONE is not responsible for any damages that may arise, for illustrative purposes only and without limitation, by:



- Interruptions and poorly functioning of the Internet by any cause which prevents booking or errors.
- Inability to provide the service without notice, for technical reasons, maintenance or for any other reason.
- The lack of stock or availability of vehicles for rental, due to any cause and increase in reservations.
- The lack of updating or rectification of the web as well as the content and information set forth therein.
- The presence of viruses or other harmful elements in the web content that can cause damage to computer systems.

In any case, whatever their cause, ECOANDONE has no liability whatsoever for any direct or indirect damage and /or loss of profits.

## VEHICLE USE

1. If you have disabilities or reduced mobility you must notify ECOANDONE or the driver to assess the possibility that you can use the service.
2. You must comply with all the formalities arranged, like motorcycle helmet and hygienic cap
3. You can carry on hand luggage or bags with a volume not exceeding the limits of availability. Do not carry dangerous or forbidden things, weapons, blunt objects.
4. You agree to use and drive the vehicle according to the basic rules of driving and circulation, and according to the specifications of the type of vehicle use, not to use the vehicle driving on unauthorized or unpaved roads, or whose condition might pose a risk of damage to the vehicle, participate in competitions, official or not; driving under the influence of alcohol, narcotics or any other type of drugs; freight flammable and/or dangerous, toxic, harmful and / or radioactive or violate the provisions.
5. When using the vehicle to transport children under the age of three years old and people over the age of three years, not exceeding a height of 150 centimeters must notify ECOANDONE and they will give the corresponding mandatory restraint approved under the weight and size of the child or person to use it. The installation and / or placement of the retainer will be required by your care.
6. In any case ECOANDONE may be free from all liability for injury or damage arising as a result of a breach of those obligations, and any possible manufacturing defect mentioned required to the retention device.
7. Only people authorized to drive the vehicle are the identified and accepted by the ECOANDONE in the rental agreement, provided they are over the age required to the type of vehicle they want and are in possession of valid driving license and valid of at least two years. The driving license will have to be issued in accordance with Spanish legislation in force, issued by the Member States of the European Union in accordance with Community legislation, issued by other countries or international character to be recognized as valid for the purposes to allow driving in Spain. ECOANDONE reserves the right to ask you, from the signing of this contract and during its duration, a document accrediting identity, additional to driving license.

It shall also express power to terminate the rental vehicle in the event of duly demonstrated not to hold a valid driving license and in effect at the time of delivery of the same.

## VEHICLE CONDITION

At delivery and at the return of the vehicle is will be included in the rental agreement less visible damage. In case of damage and / or loss of any of the tire (for reasons other than normal wear, poor assembly or manufacturing defect) due to pricks or impacts against curbs, you agree to pay immediately by other features identical tires and same brand and model, unless the deterioration and / or loss resulted from an accident, theft or vandalism.

If new damage to the vehicle, at destination, is identified in the contract agreement and shall be approved and signed by you and ECOANDONE. The new minor damage repair will be charged and billed to the average price of repair and you will simply pay this cost to ECOANDONE with your credit card or bank transfer.



## MAINTENANCE AND REPAIRS

ECOANDONE takes care of mechanical wear from ordinary use of the vehicle. If the vehicle is immobilized by mechanical failure, you should contact either ECOANDONE or Roadside Assistance Company, contracted by ECOANDONE. Charges will be accepted only to that company in cases of urgency and when you have expressly authorized.

## SPECIAL CONDITIONS FOR RENTAL SERVICE

**1. Circulation.** The rented vehicle can travel only within the jurisdiction of the province of EcoandOne headquarters with the following limits:

**Motorbike up to 200cc:** 100 km. daily - limit exceeded rate €/km (according to the rental agreement form)

**Motorbike > 200cc:** 150 km. daily - limit exceeded rate €/km (according to the rental agreement form)

**Car up to 1.600 cc:** 100/150 km. Daily - limit exceeded rate €/km (according to the rental agreement form)

**Cars > 1.600cc:** 200 km. Daily - limit exceeded rate €/km (according to the rental agreement form)

In case of negligence of the renter, and a subsequent event of theft or destruction of the vehicle, EcoandOne will be charging :

- The total market price of the vehicle and / or equipment
- All repair costs (labor, spare parts, housing, transportation, administrative procedures, economic loss of hire and any other related costs )

**2. Delivery and return .** Pick up of the vehicle must occur within 30 minutes of scheduled time and date. The reservation will otherwise be canceled and 30 % of the rent amount will be charged.

The same amount will be charged if customer cannot fulfill lease agreement due to his own liability ( lack of documentation , incorrect supply of documentation, lack of driving experience, etc. ) .

The delivery to a location different from the one of pick up, or delays on delivery of more than 30 minutes from scheduled time and date, will result in a surcharge of an additional rental day on top to the rate paid for the single day, plus a fine of 50 €. It must notify to Ecoandone via email or sms if the originating flight is delayed (in case of airport rentalservice). Those amounts will NOT extend the rental period.

No refund will be issued for an earlier return of the rented vehicle.

**3. Extra insurance .** Additional motorcycle insurance costs 15 euro per day. It covers damage caused to the rented vehicle and theft. In either case, not more than the single deposit fee will be charged . This policy can only be signed by the renter. Policy will not cover damages caused by third parties (unauthorized person, without required driving experience or documents).

**4. Use.** EcoandOne must provide the vehicle in apparent good order and condition in terms of function and appearance, with all tires in good condition. EcoandOne provides clean cars, after a proper internal inspection.

The vehicle cannot:

- Travel on other means of transport (trains , ferries , etc.).
- be subjected to property transfer, leased, sold, or be put in pledge.
- Driven by non-experts and / or unauthorized person by EcoandOne
- Used to tow, or be towed, carry people and objects, animals, more people than permitted, and cannot participate to competitions.
- Left unattended (the renter also agrees to wait for the tow truck in case of breakdown or accident ) , improperly parked, unlocked with wheelblock. If renter's improper use of the vehicle causes a road assistance call, EcoandOne will charge a management fee of 70 € + VAT
- Be altered in any way, nor can be its equipment
- Used if not in regular conditions, or in case any of the icons on the dashboard lights up indicating a possible issue.

- Be returned with an empty fuel tank. The vehicle must be returned with the same amount of fuel indicated on form 2, on the date of pick up. The motorbike is provided with a full tank of fuel. If not returned in the same conditions, EcoandOne will charge 15€.

Customers will also be entitled to the payment of the costs for restoring the fuel level or for incorrect fuel.

- Be Returned without a key, equipment or documentation

If any of the above events may occur, EcoandOne can unilaterally terminate the contract and charge all the costs or damages without any prior written notice. If the amount of the charges exceeds the deposit amount, renter will be charged with an extra amount, in order to cover the full initial value. EcoandOne is authorized by the renter to proceed with a new transaction on his/her credit card without asking for signature.

**5.** In case of damage to a third party, the renter must anticipate the damage total amount to EcoandOne, even if such damages are covered by insurance. Once the insurance company has refund EcoandOne with the value of the damage, EcoandOne will then refund the renter with the amount paid by the insurance company.



6. By signing the contract, you declare that you have read, understood and accepted the terms of insurance and coverage in case of accidents. You understand that you have the obligation to fill out and accept the accident report and immediately forward it to EcoandOne.

## MODIFICATION OF RENTAL AGREEMENT

The General Conditions and the remaining provisions of the rental agreement may be amended only by written agreement signed by both parties.

Neither party will be liable for breach of its obligations due to any "Force Majeure". Shall be deemed "Force Majeure" - as defined by regulations - any unforeseeable or unavoidable anyway, related to the part suffering the event of force majeure, impossibility the same part to party the fulfillment of its obligations. This contract shall be governed and construed in accordance with Spanish laws and the issues raised in connection with this contract within the jurisdiction of the courts of the city of Barcelona.

## TREATMENT AND PROTECTION OF PERSONAL DATA AND ADVERTISING

For the purposes of the provisions in the current legislation on the protection of personal data and services of the information society and electronic commerce, ECOANDONE reports the existence of a file of personal data created by and under the responsibility of ECOANDONE in order to perform maintenance and management of the contractual relationship with the customer, as well as the work of marketing information and car rental services and activities related thereto. In the case of commercial communications via e-mail or equivalent, the acceptance of this Privacy Policy will mean that the client gives express consent to send advertising via this medium.

Except where otherwise noted, responses to questions about personal details are mandatory, and the lack of response will make it impossible to provide the car rental service or any other service to the Customer. In the case of commercial communications via e-mail or equivalent, and in accordance with the provisions of Law 34/2002 of Services of the Information Society and Electronic Commerce, the Customer expressly agrees to receive publicity through this medium. This consent may be revoked at any time by request to the following address: [info@ecoandone.com](mailto:info@ecoandone.com)

Also, your data may be transferred to other companies in the transport and tourism sectors to work together, now or in the future, with ECOANDONE.

And more, it is reported that, in case of occurrence of any default on the occasion of the rental services by Customer and upon payment requirement by ECOANDONE, data relating to such failure may be communicated to files of information on creditworthiness and credit, in accordance with the provisions of the current legislation on data protection.

ECOANDONE inform about the possibility of exercising rights of access, rectification, erasure and objection by written request addressed to ECOANDONE S.L., Calle Rosselló 233 1º1ª, 08008 Barcelona is committed to fulfilling its obligation of secrecy of personal data and its duty to the necessary measures to prevent alteration, loss, treatment or unauthorized access, taking into account the current state of technology. In the event of failure to reach or make the booking online budget, ECOANDONE only retains personal data provided by users specifically for the transfer of commercial communications until it is revoked.