



GENERAL CONTRACT TERMS

Terms and conditions

The rental of vehicles by the company Autovia s.r.l. a socio unico with registered office in Trento (TN) , Brennero str n. 140 – 38121, C.F. 03200690372, P.IVA 01779501202, its affiliates or agents (all named hereinafter the “Rental Company”) is governed by:

- The hereby “General Terms and Conditions of Rental”, including the “Data Protection Policy” and the “Damage policy”
- The “Rental Agreement” (also named “Rental Letter”) signed by the “Client” when renting a vehicle
- The “Price List” in effect at the moment of the signing of the “Rental Agreement”, published online on <https://www.autovia.it/accessori.pdf>

By signing the Rental agreement, the Client declares to have read and accepted the above-mentioned documents and to have specifically approved all the following articles:

GENERAL CONDITIONS OF RENTAL

Art. 1 Rental requirements, Booking and Rental process

1.1 The client, as the holder of the Rental Agreement, as well as any other authorized drivers mentioned in the rental agreement, shall comply with the identification and qualification requirements instated by the Rental Company by providing a valid identity document. All drivers commit to indicate correctly their general information, age, domicile and home address, phone number, e-mail and to be in possession of all the legal requirements necessary to drive a motor vehicle.

1.2 The client and all authorized drivers must have turned 19 years old and hold a valid driver’s license issued by a UE/EFTA country enabling them to drive the type of vehicle rented. The driver’s license must have been issued at least 12 months prior to the rental date. The original driver’s license must be presented. Renters from a foreign state outside the EU must present a driver’s license from their country of origin along with an international driver’s license or one which is translated by an embassy or an equivalent authority, legible in Latin characters.

1.3 Drivers between 19 and 24 years old, or over 75 years old may rent with the addition of the relevant extra charge (Young/Senior Driver – the costs are indicated on our web site <https://www.autovia.it/accessori.pdf>). The rental company determines specific categories which can be rented according to age ranges and the current legislation.

1.4 To rent a car it’s mandatory to own a credit card under the name of the main driver (Visa, MasterCard, American Express) and it shouldn’t expire before the drop off time. The company does not accept as a guarantee prepaid card of any type, Debit Cards, Revolving, Postepay, Visa Electron, V Pay, Pagobancomat, Viabuy, PayPal, cards with the “Electron” logo or the lettering “Electron Use Only”, cards from the “Cirrus/Maestro” circuit and virtual cards. The credit card is needed as a guarantee for the rental and the deposit can only be made on a financial credit card, physical and not virtual; (virtual cards do not allow the block function but are automatically charged when making contactless transactions). The card must have enough availability to cover the excess for the rented vehicle or other extra charges. The credit card must therefore belong to the person indicated as the holder of the reservation who will sign the rental agreement.

1.5 The payment for the rental, if not prepaid, and for all the accessories/services requested by the client, will be made with the main Credit Cards (Diners not accepted), Debit Cards, ATM cards, Cash or though other payment methods previously arranged with the rental company in writing. The payment of the entire rental fee must be made at the pickup of the vehicle, when signing the rental agreement.

1.6 Bookings are accepted according to the vehicle category selected by the Client; model preferences cannot be guaranteed at the moment of the reservation and depend on availability.

If the reserved vehicle should not be available, the rental company has the right to replace it with another vehicle from a similar or superior category; if no similar or superior vehicle should be available, a vehicle from an inferior category can be supplied, adjusting the rate accordingly.

If no vehicles at all should be available, or if the Client should not accept a different vehicle than the one reserved, the rental company’s only commitment will be to refund the client for the amounts paid for the reservation/rental. The refund method will be agreed upon with the client, never in cash.

1.7 Eventual requests from Clients regarding reservations will be granted according to availability and will be preemptively arranged with the Rental Company. Extension requests which would engage a vehicle for over 30 days are not accepted. Likewise, the maximum duration of a single contract cannot be longer than 30 days.

1.8 Autovia commits to honour reservations if the client arrives at the desk on the confirmed day and at the confirmed time with a maximum 1-hour margin. If the rental begins at an airport office and the flight number has been indicated on the reservation, the maximum margin allowed is 2 hours from the time of the original flight’s landing. If the client should arrive after the maximum indicated time, Autovia will no longer have to supply the vehicle and reserves the right to charge a penalty for the failed pickup. If the wait should be prolonged past the offices opening hours, the conditions from the following point 1.9 will be applied.

1.9 If the vehicle will be picked up out of the office’s hours (opening hours for all our offices on www.autovia.it), during the first hour after the offices closing time, the “Out of hour” fee will be applied. The relative cost is indicated on <https://www.autovia.it/accessori.pdf> . It remains understood the wait is guaranteed for the first hour, but it is not automatic and has to be specifically requested to the pick-up Office by the Client. The Office contact information can be found on the reservation confirmation or on www.autovia.it .

Likewise, the Out of Hour service can be applied for car returns outside the office hours for offices without the Key Box service. The service is not guaranteed after the first hour after closing time but can be arranged directly with the pick-up office.

1.10 The Client is entitled to a refund of amounts paid on www.autovia.it , www.ecoviarent.com , www.furgovia.it , only if the cancellation is requested more than 24 hours before the pick-up time. If the cancellation is requested less than 24 hours before pick-up, the Client is not entitled to a refund, but Autovia will grant a voucher of 85% of the value of the reservation to be used on a future booking.

The voucher will have to be used not later than 31.12 of the year of issue.

The cancellation request must be made in writing at Reservations@autovia.it

There will be no refund for failed pick up if the client did not possess all the necessary prerequisites and documents for the issue of the Rental Agreement (valid driver’s license, credit card, etc)

1.11 When signing the Rental Agreement, the Client commits to present their credit card, which the Rental Company will use to make a preauthorization for the deposit, as indicated in our website www.autovia.it

1.12 The purchase of any additional accessory or service is optional and depends entirely on the Clients discretion and willingness.

The cost of all additional accessories and services can be found on <https://www.autovia.it/accessori.pdf>

1.13 By signing the Rental Agreement, the Client authorizes the Rental Company to charge the credit card presented for the deposit, for the following amounts.

- The full fee for the rental (extra mileage, extra days, etc)
- Damages detected at the car return
- Excess
- Penalties
- All eventual charges which may occur after the car return (fine management, tolls, accident management fees, etc)

1.14 The Rental Company may require a second deposit on the credit card already presented or on a second card in order to supplement the guarantee.

The Rental Company will therefore commit to return the full amount after having confirmed the state of the vehicle and the driver's compliance with all obligations towards the Company; or otherwise, the remaining amount after deducting any amount owed by the Customer to the Rental Company.

1.15 On all rentals beginning in an airport office will be applied the "Airport Fees" supplement, mandatory for all activities inside an airport area.

1.16 Clients with external prepaid vouchers must still pay to the issuing company any eventual fees due if the voucher is not used partially or entirely.

Art. 2 Rental company requirements and prerogatives

2.1 The Rental Company commits to supply the vehicle in perfect condition, suited for the agreed upon use, having therefore checked the functionality, the presence of the safety equipment (high visibility jacket, triangle, spare tyre or repair kit, etc), the presence of a copy of the registration and the validity of the insurance. By signing the Rental Agreement, the Client acknowledges the vehicle is suitable to be rented.

2.2 The Rental Company commits to refund the Client for eventual expenses sustained during the rental for failures or breakdowns unattributable to the Client, as long as said expenses have been authorized in writing and documented with a suitable fiscal document addressed to the rental Company.

2.3 The Rental Company commits to guarantee the replacements of the vehicle on national grounds in case of mechanical breakdown and/or accident during the rental agreement's validity. The replacement of the vehicle will not influence the economic conditions of the original rental agreement unless specific requests which may modify the rendered services are received from the Client. The replacement vehicle will be available exclusively at the Rental Company's offices. The model may not be the same and it will be chosen according to the booked category and the nearest office's availability.

2.4 The Rental Company may immediately dissolve the Rental Agreement in case of breakdown or damages attributable to the Client's negligence and/or incompetence.

2.5 The Rental Company is never responsible for any goods found inside the vehicle after the its return.

2.6 If the damaged caused by the Client does not compromise the vehicle's functionality according to applicable laws, the Rental Company reserves the right to not repair it or replace it immediately.

2.7 The Rental Company reserves the right to invalidate eventual purchased excess reduction and/or elimination packages (concerning damage and/or theft), if fraud is suspected or if the Client is found gravely negligent during the rental.

Art. 3 Client's obligations, responsibilities and rights

3.1 At the check-out of the vehicle, the Client becomes responsible for it and commits to keep it and use it with the utmost care and diligence, in accordance with the permitted use and with the features indicated in the registration certificate and also in accordance with the legally established limits. Furthermore, the Client commits to:

- a) check the condition and the maintenance status of the vehicle at check-out;
- b) confirm the presence of all the safety equipment and of the car documents (car registration and insurance certificate);
- c) not sublet or rent the vehicle.
- d) not allow third parties not mentioned in the rental agreement to drive the vehicle
- e) not smoke inside the vehicle.
- f) not transport animals unless specifically authorized in writing by the Rental Company, and however respect art. 169 of the Italian traffic laws
- g) not transport goods and/or things not intended to be transported with the specific type of vehicle
- h) drive the vehicle in accordance with the current legislation regulating the traffic
- i) return the vehicle to the Rental Company with a full tank or with the same amount of fuel indicated at the beginning of the rental.
- l) carefully attend the ordinary maintenance of the vehicle, by checking periodically the cooling liquids, lubricant levels, tyre pressure and wear, breaks and lighting systems.
- j) The use of the antifreeze liquid is compulsory when necessary and when the weather conditions require it. The Client will have to refund the Rental Company for eventual damages due to the freezing of the fuel and will also have to refund all expenses due for the recovery of the vehicle, including eventual costs for downtime, even if one of the protection packages has been purchased.
- m) pay in full any eventual fines and/or penalties incurred in during the rental and inform the Rental Company at the check in.
- n) do not drive or use the vehicle outside the national territory unless authorized in writing by the Rental Company.

If the Rental Company authorizes travelling in one of the following countries: Germany, France, Spain, Switzerland, Austria, Croatia, Slovenia, Belgium, Luxembourg, The Netherlands, Liechtenstein, the Client commits to accept the additional cost of the Cross Border service, determined in the rental Agreement and indicated in <https://www.autovia.it/accessori.pdf> . If the Client shouldn't inform the rental Company of his intention to drive the vehicle in one of the indicated countries, in other words, does not accept the Cross Border cost, and it effectively drives the vehicle in one of the mentioned countries, the Rental Company will apply a penalty (cost indicated in the <https://www.autovia.it/accessori.pdf>)

- o) do not drive or use the vehicle outside the national territory in countries where the Green Card (Auto Civil Liability) is not valid and therefore commits to refund any eventual direct and/or indirect damage caused.
- p) not use the rented vehicle for the transport of goods and/or people and/or things for compensation and/or payment
- q) not lease the rented vehicle to third parties
- r) not push or tow other vehicles or objects with the rented vehicle
- s) not drive the rented vehicle under the influence of drugs, narcotics, alcohol or intoxicants, or substances which may alter the ability to comprehend and react
- t) not use the rented vehicle for races, competitions or speed tests or however for a purpose contrary to the law and to the traffic regulations in effect in the country where it's driven.
- u) not carry out any repairs on the rented vehicle without the Rental Company's written consent
- v) to contact the Road Assistance service for any eventual malfunction or breakdown, by calling exclusively the contacts indicated on the Rental Agreement. The Client will have to cover the cost of the Tow truck service (both for towing and for repairs) (<https://www.autovia.it/accessori.pdf>), unless the Road Assistance service has been purchased.

3.2 The Client is responsible for fines and/or any other charges due to violations of the traffic regulations or of other laws and regulations, tolls, the cost of parking and generally for the amounts due connected to the vehicle's use during the rental period, and commits to refund eventual anticipated charges, including postal and administrative fees due for the refund request. The Client authorizes the Rental Company to charge the cost for the handling of each administrative file and the fine forwarding service. The Client may prove that the mentioned failure to comply and/or damages depended on causes not attributable to them. This provision does not invert the evidentiary obligation and also does not preclude the possibility to propose eventual exceptions form the law

3.3 The Client is responsible for the vehicle in case of damages, theft or fire.

3.4 All charges are indicated in the Extra Charges Chart and in the price list available at <https://www.autovia.it/accessori.pdf>

Specifically, the following fees will be added to the charges for damages and theft:

- Damage file management fee
- downtime fees at the daily rate indicated on the Rental Agreement
- damage technical estimate fees
- accident management fees, only for claims without liability
- theft management fees, with the addition of a full tank of fuel, in case of theft.

3.5 With Autovia the Client has always included in the rental:

- RCA (mandatory automobile liability insurance)
- CDW Collision Damage Waiver
- TLW Theft Waiver

Excess values (maximum responsibility for damages and theft) CDW and TW are indicated on www.autovia.it and depends on the vehicle category.

3.6 Our Clients may purchase packages to reduce/eliminate excess for damages and/or theft at our field offices.

3.7 The Client will however be responsible for damages caused by an improper use of the vehicle deriving from an excessive wear compared to the kilometers travelled during the rental or for any other use which violates laws and regulations.

3.8 Damages caused voluntarily or by neglect by the Client to the vehicle, damages to the roof and to the curtain sides of commercial vehicles are always

Excluded from the CDW value. Always excluded are also: damages due to the lack of assessment of the vehicle's height, damages to the protruding parts or roof parts, damages to the clutch system, damages caused by the engine redlining, damages caused by wrong fuel refueling, breaking of parts caused by unauthorized circulation on uneven roads and the loss of the vehicle's keys, damages to lock systems, damages due to total/partial fire or do to acts of vandalism, damages due to atmospheric events, damages to the tires and crystals.

3.9 Even if an elimination/reduction protection package for damages and/or theft has been purchased, in case of an accident caused by the Client, a penalty for the damage management will be applied; the amount can be found in the <https://www.autovia.it/accessori.pdf>

3.10 In case of an accident caused or not by the Client, and even if the vehicle should not be damaged, the Client must protect the Rental Company's interests and the ones of its insurance company and therefore commits to:

- a) provide the names and addresses of the parties and the plate numbers of the vehicles involved, along with the information of eventual eyewitnesses
- b) Immediately inform the Rental Company telephonically and in writing, giving a detailed rapport and attaching a schematic. As per art 1913 c.c. and L. 26/02/77, N. 39, the Client must report the accident to the Rental Company within 3 days by means of a unilateral statement, namely through the CAI (accident report drawn up by the parties). The accident report must be signed by the drivers involved in the accident. Failure to comply with the above invalidates any type of protection package or excess reduction which would normally favour the Client.
- c) immediately inform the authorities if further investigations should be necessary or if anyone should be injured.
- d) not leave the vehicle unattended and without proper protection
- e) if necessary, offer support and collaborate with the Rental Company for the management of eventual lawsuits deriving from the accident

3.11 The Client must immediately inform the competent authorities in case of theft or fire, total or partial and also in case of acts of vandalism. The client must deliver to the nearest Autovia agency a copy of the report along with the car keys within 48 hours; the Client must also actively cooperate with the Rental Company in the legal proceedings. The relevant additional fees will be applied as per <https://www.autovia.it/accessori.pdf>

Art. 4 Vehicle pick up and return

4.1 The rental agreement begins the day and time of the pick-up of the vehicle and ends at the moment of the vehicle's return.

4.2 The Client declares that he/she has examined the vehicle before the pick-up and admits it is suited for the agreed upon use, complete with the safety equipment and the necessary documents (copies of the registration and of the insurance).

If the Client should notice damages, anomalies or defects not correctly indicated or not indicated at all on the "Existing Damages" sheet, he/she must report it by filling out the Extra Damages form immediately or however before starting to use the vehicle.

All the damages and/or anomalies and/or defects found at the car return not indicated on the rental Agreement, will be added in the "Entrata/Check in" box. The Client will be charged for said damages and will also have to cover restoring evaluation fees and the related administrative fees.

The Client may also register the state of the vehicle at check-out using the "AUTOVIA" application, available free of charge on the dedicated stores for Android and IOS. In the application, the client can use the plate number to verify if the registered information corresponds to the state of the vehicle, and afterwards can also take photographs and videos which will be memorized with a non-modifiable indication of date and time.

4.3. If Autovia should request the return of the vehicle for administrative and/or commercial purposes, the Client must return it to the check-out office or to the nearest Autovia office, not later than 72 hours after the request. Failure to comply may result in charges for damages due to the delay in returning the vehicle.

4.4 The vehicle should normally be returned on the day and at the time mentioned on the Rental Agreement to the Autovia offices, and respectively in the Autovia parking stalls; otherwise, the Rental Company reserves the right to apply a compensation penalty and the cost of the km travelled to retrieve the vehicle from the unauthorized parking to the intended one. The costs are indicated in <https://www.autovia.it/accessori.pdf> and should always be added to the cost of the parking if the vehicle had been parked in an unauthorized pay and display parking area. Autovia is not responsible for the operations related to the transfer of the vehicle to the official parking; the Client is responsible for the vehicle until its return to the official parking and will also be charged eventual late return fees (extra day rate) if the vehicle should be returned after the initially scheduled time.

4.5 The Client must require an Autovia employee to sign the "Entrata/Check-in" box in the Rental Agreement, where the actual state of the vehicle and the fuel level are specified. In the absence of said signature and also for vehicle returns during the office's closing times, Autovia's verifications will be valid and implicitly accepted.

If new damages should be found at the vehicle return, Autovia will inform the client via e-mail, attaching the photographs and the technical estimate issued by an independent third-party certifying agency. If the Client should not respond before the deadline indicated in the e-mail, Autovia will charge the Client's credit card for the technical estimate, accident management, downtime, damage management, vehicle depreciation and all other costs related to new damages or anomalies indicated in our "Terms of Service". If the deposit blocked at the vehicle check out shouldn't be enough to cover the repair costs and penalties, Autovia is authorized to charge the Client on the same credit card.

4.6. The vehicle has to be returned to the rental agency which was requested and initially indicated on the Rental Agreement at the beginning of the contract, at the date and time indicated on the reservation, with a maximum 59-minute tolerance from the indicated time, if this does not imply an extra day to be calculated.

In all cases when a vehicle is returned in a different office than the one where it was picked up, when indicated on the reservation or arranged at the contract stipulation, the One-Way fee will be applied as per our price list <https://www.autovia.it/accessori.pdf>

4.7 In case of changes to the return terms (place, date, time) the Client will have to contact the relevant office to check availability and eventual costs due for the requested changes.

- 4.8. Penalty fees will be applied at the vehicle return if:
- the vehicle keys are lost or for any other reason not returned, or if returned damaged and/or tampered with, unless proven the damage derived from causes non attributable to the Client as per art 1588 c.c.;
 - the registration plates, vehicle documents, or vehicle equipment are lost/damaged

The above-mentioned penalties are quantified in the <https://www.autovia.it/accessori.pdf>

4.9 The vehicle must be returned with the same fuel level it was picked up with. Differently the Client will have to pay for the missing fuel plus a penalty for the refuelling service (costs indicated in the <https://www.autovia.it/accessori.pdf>)

4.10 The client commits to return the vehicle clean both internally and externally. Otherwise, the Client will have to cover the costs for the cleaning and the eventual sanitation of the vehicle along with the administrative and operative costs due for the afore mentioned operations (costs indicated in the <https://www.autovia.it/accessori.pdf>)

4.11 The Client stipulating the Rental Agreement is in any case responsible for any events, actions or omissions attributable to the driver or to the drivers mentioned in said Rental Agreement.

Art. 5 Miscellaneous

5.1. The Rental Agreement is regulated by the Italian law and in case of dispute between the Italian version and the eventual translation of the hereby Terms and Conditions, the Italian version will prevail over the others.

5.2. The Rental Company, as far as it is concerned, authorizes the Client to use the vehicle for the purposes mentioned in the Rental Agreement, in all the countries where the insurance Green Card is valid.

5.3. The Rental Agreement cannot be modified, unless in written and with the approval of an Autovia representative holding an appropriate proxy.

5.4. In case of delayed payments, intended as the payment made by the Client in any moment after the notification of the amounts due, the rental Company will be entitled to interests for late payments as per D.Lgs. 231/02

5.5. For all matters not specifically indicated in the Rental Agreement, current legislation applies.

5.6. All variations, changes and updates to the General Conditions, to the rental Agreement and to the Price list will always be made public in an appropriate form and in accordance with the current legislation.

5.7 We inform the Client and any other eventual user of the vehicle that for safety reasons, some vehicles may be equipped with GPS tracers provided by third party suppliers in order to protect the Rental Company from eventual thefts or frauds. Said devices can detect, for example:

- A) Vehicle's locations with relative map in case of theft, robbery or embezzlement.
- B) Information regarding speed and acceleration in case of accidents.

C) Statistic information regarding travel itineraries.

The databases holding this information belong to specialized external companies, appointed by the Rental Company as responsible for privacy and data protection. The rental company reserves the right to communicate this information to competent authorities, insurance companies, legal offices and companies specialised in the prevention and management of thefts and accidents, and to allow its use for any actions necessary for its own protection.

5.8 In case of missed detection of the Vehicle, breach of the contract, Customer's insolvency or unjustified delay in returning the Vehicle, the Lessor reserves the right to provide for the immobilization of the same through the satellite protection system, to make a legal notification of misappropriation of the vehicle to the competent authorities and to regain the possession of the vehicle in any way, even against the Customer's will. All the cost relatives to the regain in possession of the vehicle will be charged to the Client.

Art. 6 COURT OF JURISDICTION

The Trento Court is the exclusive Court of Jurisdiction for all controversy regarding the validity, the interpretation, the execution or the end of the Rental Agreement. If the Rental Agreement is signed by a consumer, the Court of Jurisdiction is the one of the consumers residence or domiciles, as a waiver to the paragraph above.

Art. 7 PRIVACY

Client's information is managed according to the Law decree 196 (June 30th 2003) (Personal information protection regulations), and following amendments, and according to the UE Regulation UE 2016/679 (GDPR) (April 27th 2016) (can also be found on www.autovia.it). Said information will be used exclusively for commercial purposes, to execute the rental service and for the protection of the parties involved in the Rental Agreement Services and for the protection of the parties of the rental contract.