

## General Rental Terms and Conditions

These General Terms and Conditions of Vehicle Rental (hereinafter referred to as the "General Conditions") govern the contractual relationship between the company SOLO rent a car (hereinafter referred to as the "Lessor") and the client (hereinafter referred to as the "Lessee").

The rental agreement shall be deemed concluded upon the reservation, the corresponding payment and/or the collection of the vehicle by the Lessee, which implies full acceptance of these General Conditions and the Specific Conditions applicable to the rental.

The Lessor grants the Lessee the use of the vehicle for the period, price, and other conditions established in the reservation, in the Specific Conditions, and in these General Conditions.

In the event of any discrepancy between the General Conditions and the Specific Conditions applicable to the rental, the latter shall prevail.

### **1. Purpose of the Contract**

**The purpose of this contract is to regulate the rental of vehicle(s) and van(s) without a driver for private transportation, in accordance with the clauses stipulated herein, whereby both parties agree to the conditions proposed by the Lessor, SOLO rent a car.**

The Lessee agrees to rent a vehicle from the selected group for the duration of the contract. It is not guaranteed that the Lessee will receive a specific model, nor does the Lessee have the right to a particular vehicle. Therefore, the rental is not linked to a specific vehicle, and the Lessee may be assigned a vehicle belonging to the same group of similar vehicles in terms of technical characteristics and habitability.

The use of the rented vehicle is exclusively intended for private transportation, such as the customer's touristic use. The use of the vehicle for any other purpose, including commercial, profit-making, or professional purposes, is strictly prohibited.

The contract shall be formalized and signed at the premises of the Lessor, SOLO rent a car. It is the responsibility of the Lessee to carry the valid rental contract at all times during the rental period.

### **2. Vehicle Condition**

**The Client (hereinafter referred to as "the Lessee") receives the vehicle in perfect condition and commits to returning it in the same state. The Lessee must preserve and drive the vehicle in compliance with the rules established in the Spanish Road Traffic**

**Code and as stipulated in these General Conditions. The Lessee will be responsible for expenses and damages resulting from non-compliance, and in such cases, the deposit will be retained without refund until the situation is resolved by the technician assigned by the company. The vehicle is delivered with all necessary documentation, accessories, and components in correct working order, maintenance and bodywork checked, without deficiencies, except for any observations indicated in the rental contract at the time of delivery. The Lessee commits to returning the vehicle in identical conditions. If the Lessee observes any damage or visible flaw on the vehicle not described in the Rental Contract at the time of pickup, they must immediately inform one of the company's agents. It is imperative that such damages or defects be added to the contract and signed by both parties to ensure their acknowledgment. The Lessee has the right to verify the state of the vehicle in their presence. If they do not request the corresponding modification, the rental company will consider that the Lessee has accepted the vehicle in the state described in the contract.**

### **3. Required Documentation for Vehicle Pickup**

To proceed with the vehicle pickup, the main driver must present the following mandatory documentation:

- Reservation number/Voucher
- DNI, NIE, or a valid and current ID
- Valid and current driving license; a category B license is required
- The client is responsible for verifying whether an International Driving Permit is required to drive in Spain. This permit must be presented together with the original and valid driving license
- The company reserves the right to request additional documentation, including proof of address and airline tickets, before authorizing the delivery of the vehicle

Provisional or learner licenses will not be accepted. It is mandatory that the client presents the documentation in its original format. Photocopies, as well as digital or electronic driving licenses, will not be accepted.

#### **3.1. Grace Period for Vehicle Pickup**

SOLO rent a car will hold the reserved vehicle for a period of 120 minutes from the scheduled pickup time.

If the client does not collect the vehicle or inform the office of a possible delay within this period, the reservation may be cancelled in accordance with section **4.3. No Show**.

## **4. Cancellations, Modifications, and No Shows**

The following cancellation policies apply depending on the package selected:

### **BASIC PACKAGE or PLUS PACKAGE**

- Cancellation more than 48 hours in advance: SOLO rent a car will retain 30% of the total rental price, plus a €50 administrative fee.
- Cancellation less than 48 hours in advance: SOLO rent a car will retain 30% of the total rental price, plus €50 for administrative fees.

### **COMFORT PACKAGE**

- Cancellation more than 48 hours in advance: Free of charge.
- Cancellation less than 48 hours in advance: SOLO rent a car will retain 30% of the total rental price, plus €50 for administrative fees.

### **SELECT PACKAGE**

- Cancellation more than 48 hours in advance: Free of charge.
- Cancellation less than 48 hours in advance: SOLO rent a car will retain 30% of the total rental price, plus €50 for administrative fees.

### **ADDITIONAL TERMS**

- If the amount paid for the rental is less than the applicable cancellation fee, no refund will be issued, nor will the customer be required to pay any additional amount.
- Reservations made less than 48 hours prior to the pickup time cannot be modified or cancelled.

**4.1. Start of the rental period:** Once the rental period for which the reservation has been made has started, cancellations or modifications will not be accepted, and therefore, no refund of any amount paid for the rental will be made.

Once the rental period has commenced, cancellation or modification is no longer permitted; therefore, no amount paid for the rental shall be refunded.

**4.2. Modifications:** Modifying the vehicle pickup date is not allowed, except in cases of flight delays or force majeure. In such circumstances, the client must request the modification of the reservation in writing, justifying their situation appropriately. Modifying the reservation may

involve changes in the rental price. All requests for modifications or cancellations should be directed to the following email: [support@sologroup.net](mailto:support@sologroup.net).

**4.3. No Show:** A "No Show" will be considered in the following cases:

- The customer does not meet the requirements mentioned to pick up the vehicle.
- The customer does not provide the necessary documents to rent a vehicle.
- The customer does not provide an accepted payment method for the rental.
- The customer does not provide an accepted payment method for the deposit.
- The customer does not pick up the vehicle at the reserved time nor within the courtesy period.

## **5. Duration of the Rental Contract**

The duration of the rental shall be as established in the contract.

The minimum rental period is 1 day (24 hours) and the maximum is 89 consecutive days.

Rental days are calculated in 24-hour periods from the exact time of vehicle pick-up until the return of the vehicle with all its elements.

SOLO rent a car reserves the right to replace the vehicle during the rental period if the time or mileage limits established in the contract are reached.

The client must return the vehicle on the agreed date, time, and place. A grace period of 60 minutes is established.

## **6. Early Return of the Vehicle**

In the event of early return of the vehicle, no refund of the amount paid will be made.

Such return shall be considered a unilateral termination of the contract by the client.

## **7. Late Return**

The client must return the vehicle on the date, time, and place established in the contract.

The client undertakes to inform the company of any delay as far in advance as possible.

### **Delays in Return**

In case of delay, the following charges will apply:

- Up to 1 hour: no additional charge

- Up to 2 hours: equivalent to 1 day rental
- From 3 hours onwards: €50 + 1 day rental

Additionally, the client must pay any extra costs arising from the use of the vehicle outside the contracted period, including excess mileage or other applicable charges.

### **Use Outside the Contracted Period**

Use of the vehicle after the contract has ended:

- implies the loss of coverage of any contracted package
- transfers all responsibility to the client
- may generate additional charges for damages, losses, or harm caused

### **Failure to Return the Vehicle**

If the vehicle is not returned and there is no communication from the client, the company may:

- consider the situation as improper use or misappropriation of the vehicle
- initiate legal actions
- claim all resulting costs, including vehicle recovery

In case of vehicle abandonment, a minimum charge of €100 will apply, in addition to all associated costs.

### **Breach of Contract**

In case of breach of the contract conditions, SOLO rent a car reserves the right to withdraw the vehicle at any time and claim compensation for any damages and losses caused.

The client must use the vehicle in accordance with traffic regulations and with due diligence. Otherwise, the client may lose coverage of the contracted package and will be responsible for all damages caused.

## **8. Contract Extension**

### **8.1. Extension Request**

If the Lessee wishes to extend the period of use of the vehicle, they must submit a prior request in writing via email to support@sologroup.net, at least 24 hours before the end of the contract.

The extension shall be subject to the express authorization of SOLO rent a car and to the immediate payment of the corresponding additional amount, as well as, where applicable, the update of the deposit.

## **8.2. Extension Procedure**

To formalize the extension, the client must attend an office of SOLO rent a car:

- Preferably the same office where the vehicle was collected
- Or another office, subject to availability and with the corresponding additional charge indicated in the EXTRAS section (point 16)

The company may require an inspection of the vehicle before authorizing the extension. In the event that damages, excess mileage, or other incidents are detected, the deposit amount and/or applicable charges may be recalculated.

## **8.3. Extension Conditions**

The extension shall always be subject to vehicle availability and internal operational criteria.

The price of the extension shall not be linked to the initial contract price and will be calculated according to the rate in force at the time of the extension.

The minimum extension period shall be 24 hours.

## **8.4. Denial of Extension**

SOLO rent a car reserves the right to deny any extension request, especially in the following cases:

- Lack of vehicle availability
- Breach of the General Conditions by the client
- Operational or financial risk

## **8.5. Maximum Rental Duration**

The maximum rental period, including extensions, shall be 89 consecutive days.

The initial deposit may not be used as a form of payment for the extension.

## **8.6. Use of the Vehicle Without Authorized Extension**

The use of the vehicle without express authorization after the end of the contract shall be considered a breach of contract and shall result in:

- The application of additional charges in accordance with the current rate
- The loss of coverage of any contracted package
- Full responsibility of the client for any damage or loss caused

## **9. Vehicle Pickup**

Pickup Locations:

- **Málaga:** Pickup address: Av. del Comandante García Morato 50, Málaga, CP 29004. SOLO rent a car offers a free minibus transfer service to Málaga airport. For more details, follow the instructions on your voucher.
- **Vans Málaga:** Pickup address: Carril Cruzcampo, 74, Churriana, Málaga CP 29004. For more details, follow the instructions on your voucher.
- **Alicante:** Pickup address: El Altet, Polígono 2, núm. 83, Alicante, CP 03195. SOLO rent a car offers a free minibus transfer service to Alicante airport. For more details, follow the instructions on your voucher.
- **Marbella:** Pickup address: Polígono Industrial Nueva Campana, nave 76, Marbella CP 29660, Málaga. In this case, the vehicle must be delivered directly to the office. The specific pickup address is clearly indicated in the rental contract.

## **10. Vehicle Return**

Return Locations:

### **Málaga:**

- During opening hours: Av. del Comandante García Morato 50, Málaga, CP 29004. SOLO rent a car offers a free minibus transfer service from the office to Málaga airport. Follow the instructions on your voucher.
- Vans Málaga: Pickup address: Carril Cruzcampo, 74, Churriana, Málaga CP 29004. For more details, follow the instructions on your voucher.
- Outside opening hours: Av. del Comandante García Morato, 20, Málaga, CP 29004 – “EASY PARKING.” SOLO rent a car will provide instructions via prior customer communication by email.

### **Alicante:**

- Pickup address: El Altet, Polígono 2, núm. 83, Alicante, CP 03195. SOLO rent a car offers a free minibus transfer service from the office to Alicante airport. Follow the instructions on your voucher.

### **Marbella:**

Nave 76, Polígono Industrial La Campana (Marbella), Málaga, CP 29660.

- During opening hours: The vehicle is returned directly to the office.

- Outside opening hours: The vehicle is returned directly to the office, leaving the keys in the SOLO rent a car marked mailbox. Follow the instructions on your voucher. The vehicle must be returned to the office on the date and time stipulated in the rental contract. The vehicle will be returned by the customer in the same condition as it was delivered, along with all its tires, tools, auxiliary equipment, documents, and accessories.

### **Additional Procedures:**

- 1) Returns outside business hours: The Customer must inform the staff and obtain written authorization from the company for the return under these conditions. They must send photos of the vehicle's condition and its location to the company staff.
- 2) Post-return inspection: If the return is made outside office hours, the company staff will inspect the vehicle within 24 hours and issue a certificate with the vehicle's condition, which will be sent to the customer by email.
- 3) Customer responsibility: If the vehicle is returned outside office hours, the customer will remain fully responsible for the vehicle, including any damage, until the staff can locate it during office hours.
- 4) Personal belongings: The lessee must ensure all personal belongings are removed from the vehicle. SOLO rent a car is not responsible for any items left in the vehicle. However, if any item is found, the lessee can request its shipment in writing to support@sologroup.net, and must first pay the associated shipping costs, which will be the sole responsibility of the lessee. The customer must return the vehicle during office hours, displayed at each of the lessor's branches, unless there is a written agreement otherwise.

## **11. Vehicle Accident**

In case of an accident, the customer must immediately notify SOLO rent a car, providing the original accident report document duly completed and signed, along with the police report, within a maximum period of 24 hours from the accident. If the accident report does not clearly define all damages to the vehicle and accident details, this will be considered negligence by the customer and a contract breach according to the General Rental Conditions, and will result in exclusion under section 24 "Exclusions," which includes vehicle abandonment. Consequently, an additional charge will be applied for these concepts, without prejudice to the lessor's right to terminate the contract and claim damages, costs, and losses incurred.

Minimum data required in the accident report:

- License plate of the insured vehicle and the other vehicle involved, as well as driver details of both vehicles.
- Date of the accident.

- Exact accident location.
- Circumstances of the accident (version of events with possible maneuvers).
- Detailed description of damages to the insured vehicle and the other vehicle

The client must provide the company with the amicable accident report and/or police report, including all necessary information such as witness details, police or competent authority intervention, photographs, and any other evidence deemed appropriate to clarify the situation.

- In the event of theft, fire, damage caused by animals or natural phenomena, and in general in any case of damage, the lessee or the driver must immediately notify the police or the corresponding security authorities. In addition, they must take all necessary measures to protect the interests of the lessor. They must also immediately contact the leasing company and file a complaint or report of the events as soon as possible and within a maximum period of 24 hours.

- In the event of an accident with another party, the lessee must complete European Accident Statement in the standard format and inform the lessor in writing immediately, and within a period of no more than 24 hours, of all the details of the accident. If the other party refuses to sign the European Accident Statement form, the lessee must request the presence and assistance of the police and provide the lessor with a copy of the corresponding police report.

- European Accident Statement form must be completed in full with as much detail as possible, both regarding the damage and the circumstances in which it occurred. The lessee is obliged to sign and to collect the signature of the other party, if any. If the other party refuses to sign, the lessee must request the presence of the police on site to clarify the facts.

- In the event of damage to the vehicle or an accident, simply submitting the accident report does not exempt the driver from their responsibility or financial obligations arising from the accident. The final decision on coverage of the damage rests with the insurance company, which may accept or deny coverage. If it is not possible to submit the case to the insurance company, or if the insurance company does not agree to cover it, the customer will be financially responsible for the damage caused.

**11.1. Repair Restrictions:** The client must not take the vehicle to any workshop for repairs without prior authorization from the lessor. This action is prohibited by the company, as only the lessor has the authority to decide on the repairs and appropriate workshops to carry them out. If the client takes the vehicle to an unauthorized workshop without the company's written authorization, additional charges may be applied for the damages and losses this causes to the company.

**11.2. Replacement Vehicle Policy:** A replacement vehicle will not be provided if the accident was caused by the client's negligent driving or if traffic regulations were not followed.

Replacement vehicles will only be provided at no cost in cases of mechanical failure not related to negligent or irresponsible conduct by the client, and provided there are no contract breaches by the client. In addition to any other compensation for damages as per the law, SOLO rent a car will have the right to claim compensation for damages suffered if the vehicle sustains material damage during the rental period.

## **12. Payment Method and Deposit**

The deposit must be paid by means of a physical bank card in the name of the main driver.

For vehicles belonging to the Luxury Elite category (as defined and described in clause 15 of the contract: “Definition of Vehicle Groups and Categories”), the client must present two physical credit cards, both in the name of the main driver.

The card must be physically presented at the office at the time of vehicle collection.

As a general rule, the deposit must be made using a credit card.

Debit cards will not be accepted for the deposit, except in cases expressly authorised under the specific conditions of the contracted package and always at the company’s internal discretion.

SOLO rent a car reserves the right to carry out an electronic verification of the card type through BIN verification at the payment terminal.

If the card presented is virtual, prepaid, or does not meet the established requirements, the company may refuse delivery of the vehicle and the reservation will be considered a NO SHOW.

Payments of the deposit are not accepted via virtual cards, cards in the name of third parties, cash, bank cheques, prepaid cards, bank transfers, or payment links.

The deposit acts as a guarantee of the client’s compliance with the obligations arising from the rental contract.

### **Exception (Debit Card)**

By way of exception, a physical debit card in the name of the main driver may be accepted only for the Economy and Premium categories (as defined in clause 15 of the contract), when the Comfort package is contracted.

In such cases:

- The company may require additional documentation (proof of address, airline tickets, or others)
- Acceptance of the debit card shall be subject exclusively to the company's internal criteria
- The client expressly accepts that the deposit will be charged (not blocked)

### **Pre-authorisation, Charge and Refund of the Deposit**

The treatment of the deposit will depend on the type of card used and the duration of the contract:

#### **Payments by credit card:**

- Up to 12 rental days (inclusive): the deposit will be blocked (pre-authorisation)
- From 13 rental days onwards: the deposit will be charged (debited)

#### **Payments by debit card (when permitted):**

- The deposit will always be charged (no blocking will be made)

If the client's card does not allow pre-authorisation, the company reserves the right to charge the deposit or refuse the rental.

In case of contract extension, the client must attend a SOLO rent a car office to manage the corresponding deposit.

The refund of the deposit will be made in euros and may take up to 30 days from the end of the contract, except in case of incidents during the rental.

SOLO rent a car shall not be responsible for bank fees or exchange rate fluctuations.

The company may retain the deposit in case of damage, incidents, theft, fire, or breach of contract until the case is resolved.

If the amount of damages exceeds the deposit, the company reserves the right to claim the full amount of the costs, including losses due to vehicle immobilisation.

### **12.2. Card Requirements for Deposit Retention or Charge**

For the deposit retention or charge to be valid, the card must meet the following requirements:

- Be a physical card
- Be in the name of the main driver

- Match exactly the valid identification document (ID card, passport, or driving licence)

The following will not be accepted:

- Virtual cards (Apple Pay, Google Wallet, etc.)
- Cards in the name of third parties
- Cards with abbreviated or non-matching names
- Prepaid cards
- Cards that do not allow blocking or charging

In case of non-compliance, the company may refuse delivery of the vehicle and consider the reservation as a NO SHOW.

**12.3. Payment for Vehicle Rental:** Accepted forms of payment for vehicle rental include credit cards in the name of the primary driver, debit cards in the name of the primary driver, bank transfers, payment links, or cash in euros. Bank checks are not accepted. Payment must be made using a method in the name of the main driver, and the holder of the credit or debit card must be present at the time of payment. All payments must comply with the current legislation regarding payment methods for the service of vehicle rental without a driver.

#### **12.4. Company Credit Card Authorization**

If the payment card used for the rental is in the name of a company, this must be communicated and sent to SOLO Rent a Car by email at least 24 hours before picking up the vehicle. The renter must present the company's written authorization at the time of picking up the vehicle.

This authorization must include the company name, tax identification number, registered address, full name and position of the person granting the authorization, as well as the official company stamp. It must expressly state that the vehicle rental is approved for the person who will pick up the vehicle, who must also be registered as the main driver, and include the driver's full name and valid driver's license number.

Failure to present this documentation will result in the rental being denied.

### **13. Driver's Age**

**General Requirements:** The minimum age to rent with SOLO rent a car is 21 years old. The driver must possess a valid driving license recognized in Spain, with a minimum validity of one year. Certain vehicles may have restrictions for younger drivers.

**13.1. Young Drivers (21 to 25 years):** Drivers in this age range are considered "young drivers" and must purchase a mandatory supplement. –

**13.2. Drivers from 26 to 69 years:** No additional supplement will be applied to drivers in this age range unless the driving license has been issued between 1 to 4 years ago. In this case, it is necessary to purchase the mandatory "Young Driver" supplement.

**13.3. Drivers Over 69 Years Old:** SOLO rent a car reserves the right to refuse service to drivers over the age of 69. –

**13.4. Driving License:** A full type 'B' driving license is required. Provisional or learner licenses will not be accepted.

**13.5. Additional Drivers:** A maximum of three additional drivers per rented vehicle is allowed. The customer must pay a supplement for each additional driver specified in the rental contract.

**13.6. Driving Restrictions:** Driving by persons not listed in the rental contract is prohibited and constitutes a breach by the customer. In the event of an accident, the customer will assume the corresponding civil and/or criminal liability, in addition to all responsibilities arising from their actions.

#### **14. Fuel and AdBlue Policy**

The client will receive the vehicle with a full fuel tank and must return it in the same condition. If the tank is not full at the time of return, the client must pay for the missing fuel, as well as an additional charge for the refuelling service provided by SOLO rent a car. If during the rental a low AdBlue level warning is activated, the client is obliged to refill the corresponding tank.

The client must not continue driving if the vehicle indicates a remaining range of 100 km or less related to the AdBlue system. In such case, the client must:

- immediately contact SOLO rent a car to receive instructions, or
- proceed to refill the AdBlue tank and present the corresponding receipt

SOLO rent a car may reimburse the cost of properly refilled AdBlue upon presentation of the receipt. Alternatively, the company may offer a vehicle replacement and assume the refilling.

#### **Liability for Incorrect Refuelling**

Incorrect refuelling, whether of fuel or AdBlue, as well as failure to refill when necessary, may cause serious damage to the vehicle.

In such cases, the client shall be responsible for:

- all damage caused to the vehicle
- repair costs
- costs arising from vehicle immobilisation
- any financial loss suffered by the company

## **15. Definition of vehicle groups and categories**

Each **VEHICLE CATEGORY** name will serve as the official reference for a vehicle category, which encompasses multiple vehicle groups as indicated in the table. Whenever a **VEHICLE CATEGORY** name appears in this contract, it will be understood to represent all vehicle groups included in that category.

### **Vehicle categories and their groups**

**Economy;** A, AK, AO, AX, BB, BF, BI, BN, BO, BP, BQ, BX, CA, CB, CC, CD, CE, CF, CG, CI, CK, CM, CN, CP, CQ, CZ, D, DF, N, W.

**Premium;** AB, AC, AD, AE, AF, AJ, AT, B, BA, BT, BU, BV, BW, BY, CR, CU, CV, CX, DD, DE, G, J, K, L, M, P, Q, T, U, V, X, Y, Z.

**Luxury;** AL, AM, AQ, AR, AS, AU, BC, BK, BL, BR, CS, CY, DA, DB.

**Luxury Elite;** AI, AV, BD, BE, BM, CT.

**Small Vans;** PA, PB.

**Medium Vans;** MA, MB, MC, MD, ME, M3, MF, P1, M1, M2, M3.

**Refrigerated Medium Vans;** MBF, MDF, MEF.

**Large Vans;** GA, GB, GC, GD, GE, GF, G2.

**Plataform Vans;** EA.

## **16. Extras and Additional Charges Not Included in the Rental**

Extras and additional charges that are not included in the fundamental rental services must be specifically contracted by the customer. Both extras and additional surcharges will be included in the final invoice.

This section contains tables listing the **VEHICLE CATEGORY**. Each **VEHICLE CATEGORY** is defined and described in Section 15 of the contract, “Definition of vehicle groups and categories,” and will serve as the official reference for all vehicle groups included in that category.

### **EXTRAS AND SUPPLEMENTS**

The following extras and supplements may be contracted by the client, applying the indicated rates:

### **Accessories**

- Baby seat (0–15 kg): €6 per day, with a maximum of €120 per rental. For monthly rentals, the maximum cost will be €120.
- Child seat (15–36 kg): €6 per day, with a maximum of €120 per rental. For monthly rentals, the maximum cost will be €120.
- Booster seat (15–36 kg): €6 per day, with a maximum of €120 per rental. For monthly rentals, the maximum cost will be €120.
- GPS navigation system: €6 per day, with a maximum of €120 per rental. For monthly rentals, the maximum cost will be €120.

GPS accessories are reserved without commitment and are provided subject to availability.

### **Guaranteed Model (one-time fee per reservation)**

The client may guarantee a specific vehicle model by paying a one-time fee per reservation, depending on the category:

- Economy: €45
- Premium: €90
- Luxury: €145
- Luxury Elite: €290

### **Young Driver**

- Vehicle categories: Economy, Small Vans, Medium Vans, Refrigerated Medium Vans, Large Vans, Platform Vans:  
Young driver (between 21 and 25 years old): €18 per day, with a maximum of €270 per rental or per monthly rental
- Vehicle category: Premium:  
Young driver (between 21 and 25 years old): €38 per day, with a maximum of €570 per rental or per monthly rental

### **Additional Drivers**

- Additional driver (maximum 3 per contract): €9 per day, with a maximum of €180 per rental or per monthly rental

The Client is solely responsible for requesting, as well as for the proper use and installation of accessories and devices (baby seat, child seat, booster seat, GPS, etc.), which will be

delivered upon request to the staff. The Client shall be exclusively responsible for the installation, placement, verification, and correct use of such accessories, assuming all consequences and liabilities in case of improper use. Under no circumstances shall the company or its staff be held responsible. The rental company is limited solely to delivering these accessories upon the Client's request.

In any case, SOLO rent a car shall be exempt from any liability arising from personal injury or material damage caused by the Client's failure to use mandatory restraint systems, incorrect installation or use, or any manufacturing defect of such devices or accessories.

### **Unauthorised Driver Charge**

If the vehicle is driven by a person not listed as an authorised driver in the Rental Agreement, the Company reserves the right to add the corresponding Additional Driver charge to the rental invoice.

Such charge shall be equivalent to the amount established for an Additional Driver under these Terms and Conditions, plus an administrative fee of €45.

### **ADDITIONAL CHARGES**

The following additional charges shall apply where applicable:

- Roadside assistance: €45 per hour
- Anti-smoking cleaning: €100
- Extraordinary vehicle cleaning (more than 20 minutes): €150\*
- Extraordinary cleaning due to animal contamination: €150\*
- Unauthorised driver: Additional driver cost plus €45 administrative fee
- Refuelling management (in case of missing fuel): €19
- Out-of-hours pickup or return: €45
- Excess mileage: Charged per additional kilometre according to the applicable vehicle group rate
- Damage management fee: €45
- Administrative management: €45
- Management, information, and clarification of fines: €45
- Cancellation charge: Conditions (deadlines, penalties, and exceptions depending on the contracted package) are detailed in section 4 of this contract. In general terms, a charge of €50 plus 30% of the total rental amount may apply for cancellations outside the established deadlines
- Crossing borders without authorisation: €390
- Vehicle downtime (loss of profit): In case the vehicle is immobilised partially or totally due to damage, misuse, negligence, or breach of contract by the client, SOLO

rent a car shall be entitled to claim compensation for loss of profit. This compensation will cover the loss of income resulting from the inability to rent the vehicle during the immobilisation period. The amount will be calculated based on: number of days out of service, applicable season (high, mid, low), and vehicle category

- Late return: €50 plus the corresponding daily rental rate
- Vehicle abandonment: €100 plus additional costs, including kilometres, losses, and related expenses

### **ONE WAY FEE (Delivery/Return at a Different Office)**

- Between Alicante and Málaga: €330 per trip
- Between Alicante and Marbella: €390 per trip
- Between Málaga and Marbella: €60 per trip

### **LOST OR DAMAGED ACCESSORIES**

In case of loss, misplacement, or damage to vehicle accessories, the client shall pay the following approximate compensations:

- Vehicle key: €300 – €1,500
- Emergency triangle: €10
- V16 beacon: €50
- Reflective vest: €20
- Vehicle floor mats: €50 – €400
- Antenna: €10 – €200
- Vehicle documentation: €10
- GPS/navigation system: €100
- Baby seat (0–15 kg): €150 – €500
- Child seat (15–36 kg): €100 – €200
- Booster seat (15–36 kg): €20 – €50
- Trunk cover: €100 – €500
- Loss of puncture repair kit: €50
- Loss of spare wheel: €100 – €500

**NOTE:** All amounts indicated are approximate and may vary depending on the specific case, circumstances, and the actual cost of replacement or repair.

## **17. Vehicle Use**

The client is obligated to use the vehicle with due diligence, according to its characteristics, and in compliance with the current motor vehicle traffic regulations, as well as the stipulations

set forth in these General Conditions. At all times, the client must avoid situations that could cause damage to the vehicle or to third parties. The client will be responsible for all damages and expenses that arise from their non-compliance.

In the event that the Lessee violates any of the terms established in the General Conditions or in the specific clauses of the Contract, the Lessor SOLO rent a car reserves the right to withdraw the vehicle from the Lessee at any time. Furthermore, the Lessor may request compensation for the damages caused.

### **18. Management, Information and Clarification of the Existence of Fines**

The Lessee undertakes to inform SOLO rent a car of any fine, penalty, or traffic infringement of which they become aware and that has been imposed during the rental period of the vehicle.

In the event that SOLO rent a car receives notification of a fine or penalty related to the rented vehicle, the company shall identify the Lessee as responsible before the competent authority and shall carry out the corresponding administrative processing.

For each sanctioning file, SOLO rent a car shall apply a fixed charge of €45 for:

- administrative management
- identification of the driver
- processing of the notification
- communication to the Lessee

This charge is separate from and additional to the amount of the fine or penalty, which must be paid directly by the Lessee to the issuing authority.

The management fee shall be applied in all cases, regardless of whether the fine is appealed, cancelled, or ultimately paid by the Lessee.

### **19. Use of the Vehicle**

The client is authorized to drive the rented vehicle exclusively within the peninsular territory of the Kingdom of Spain and Gibraltar, excluding Ceuta, Melilla, the Canary Islands, and the Balearic Islands.

**IMPORTANT NOTE** Vehicles may only be driven within mainland Spain and Gibraltar. Access to the Canary Islands, the Balearic Islands, Ceuta, Melilla and any other area not mentioned is prohibited. Failure to comply with this restriction is subject to a penalty that is contractually binding and may result in the termination of the contract.

The client will be fully responsible for all expenses and economic losses caused by their non-compliance.

### **19.1. Client Obligations:**

- **Use and drive the vehicle in compliance with the current Traffic Code and according to the usage specifications of the type of vehicle rented.**
- **Always keep the rental contract accessible while driving the vehicle.**
- **Protect minors using mandatory restraint devices. SOLO rent a car is exempt from any liability for the lack of use or incorrect installation of these devices.**
- **Use the vehicle only on roads recognized as public roads and avoid driving on unauthorized or poorly maintained roads that could damage the vehicle.**
- **Refrain from using the vehicle in races, contests, speed tests, or any similar activity.**
- **Not use the vehicle for driving practices, endurance tests of materials, accessories, or automotive products.**
- **Not use the vehicle in risk situations, especially when alerted to this through the vehicle's indicators.**
- **Not transport people in exchange for economic compensation or commit criminal or punishable acts with the vehicle.**
- **Not drive the vehicle under the influence of alcohol, drugs, extreme fatigue, or any other condition that prevents safe driving.**
- **Not use the vehicle to tow, push, or transport vehicles or objects.**
- **Not transport hazardous, toxic, or flammable substances that violate legal provisions.**
- **Not transport the vehicle by boat, train, truck, or plane, or drive it in restricted areas such as ports, airports, or oil facilities.**
- **Not move the vehicle outside the peninsular territory of the Kingdom of Spain, with the exception of Gibraltar.**
- **Ensure an adequate distribution of the load so as not to exceed the maximum authorized weight.**
- **Not sublease, mortgage, sell, or use the vehicle or its documentation as a guarantee.**
- **Prohibition of smoking inside the vehicle and of transporting animals or pets.**
- **In the event of an accident, theft, fire, vandalism or disappearance of the vehicle, the police and SOLO rent a car must be notified immediately and, within a maximum period of 24 hours, the communication must be sent via email to [support@sologroup.net](mailto:support@sologroup.net). It will also be necessary to file the corresponding complaint, which must be delivered to SOLO rent a car, together with the vehicle keys to the leasing company.**

**19.2 Insurance and Responsibilities:** The rental includes Mandatory Automobile Liability Insurance against third parties, subject to the exclusions and deductibles applicable according

to the policy. The client must take care of their personal belongings inside the vehicle, as SOLO rent a car is not responsible for stolen, forgotten, or lost items.

### **19.3. Excess and Maximum Liability**

### **19.4. Excess for Passenger Vehicles**

- €3,000 – Economy
- €4,500 – Premium
- €6,000 – Luxury
- €10,000 – Luxury Elite

### **19.5. Excess for Industrial Vans**

- €3,000 – Small Vans, Medium Vans
- €3,500 – Large Vans
- €4,000 – Refrigerated Medium Vans, Platform Vans

## **20. Deposit Amount**

This section includes tables listing the VEHICLE CATEGORY. Each VEHICLE CATEGORY is defined and described in clause 15 of the contract (“Definition of Vehicle Groups and Categories”) and shall serve as the official reference for all vehicle groups included within that category.

### **1) Passenger Vehicles and Corresponding Deposits**

#### **Security deposit depending on vehicle category and selected package:**

The client must pay a security deposit depending on the vehicle category and the selected package, as follows:

#### **Economy:**

- Basic Package: €1,150
- Comfort Package, PLUS Package: €575
- Select Package: €250

#### **Premium:**

- Basic Package: €1,750
- Comfort Package, PLUS Package: €875
- Select Package: €450

## **Luxury:**

- Basic Package: €4,500
- Comfort Package, PLUS Package: €2,250
- Select Package: €1,500

## **Luxury Elite:**

- Basic Package: €6,500
- Comfort Package, PLUS Package: €3,250
- Select Package: not available

The deposit for the assigned vehicle may be verified through:

- The reservation confirmation
- The rental contract
- The website [www.solorentacar.com](http://www.solorentacar.com) (for vans: [www.solofurgonetas.com](http://www.solofurgonetas.com))
- Communication with any SOLO rent a car office

## **2) Industrial Vans – Deposit by Vehicle Category**

### **Security deposit depending on vehicle category and selected package:**

The client must pay a security deposit, the amount of which varies depending on the vehicle category and the selected package, as follows:

#### **Small Vans and Medium Vans:**

- Basic Package: €1,150
- Comfort Package: €575
- Select Package: not available

#### **Large Vans:**

- Basic Package: €1,350
- Comfort Package: €675
- Select Package: not available

#### **Refrigerated Medium Vans and Platform Vans:**

- Basic Package: €1,500
- Comfort Package: €750
- Select Package: not available

## **21. Roadside Assistance**

**‘BASIC’ package:** For customers who reserve a vehicle with the “BASIC” package, roadside assistance is not included and incurs an additional cost.

- If the vehicle has been rented from our offices in Malaga or Marbella, the cost of assistance within the province of Malaga will be €45 for each request.
- If the vehicle has been rented from the Alicante office, the cost of assistance within the province of Alicante will also be €45 per request.
- If assistance is required outside the corresponding province, an additional travel charge will be applied, calculated based on the Kilometres travelled and the time taken by the technician to provide assistance.

**Packages “COMFORT,” “SELECT,” and “PLUS”:** For customers who choose the “COMFORT,” “SELECT,” and “PLUS” packages, roadside assistance is included at no additional cost within the province where the vehicle was picked up (Malaga or Alicante). Outside the corresponding province, additional costs may apply if the transfer requires a long-distance tow truck or other specific interventions.

**Definition of Roadside Assistance:** This service offers 24-hour roadside assistance and includes at no additional cost the repairs that can be performed on-site at the location of the breakdown, towing service to transport the vehicle to the nearest workshop (up to a maximum of 50 km), and a taxi to transport the customer to a nearby location or to our offices.

## **22. Mileage Policy**

This section contains tables listing the VEHICLE CATEGORY. Each VEHICLE CATEGORY is defined and described in Section 15 of the contract, “Definition of vehicle groups and categories,” and will serve as the official reference for all vehicle groups included in that category.

### **Vehicles may only circulate within the Spanish Peninsula and Gibraltar.**

#### **22.1 Mileage Policy for Industrial Vans**

All vans have the “BASIC” package included by default.

##### **a) BASIC Package**

For the following vehicle categories: Small Vans, Medium Vans, Refrigerated Medium Vans, Large Vans, and Platform Vans, the following limits apply:

- Contracts of 1 to 12 days: 200 km per day.

- Contracts from 13 to 30 days: 2,400 km per contract.
- Contracts of 31 days or more: 80 km per day.
- Additional mileage: €0.25 per Kilometre.

#### **b) COMFORT Package**

- Rental period of 1 to 12 days: 400 km per day.
- Rental period of 13 to 30 days: 4,800 km per rental.
- Rental period of 31 days or more: 160 km per day.
- Additional mileage: €0.25 per Kilometre.

### 22.2 Mileage Policy for Tourism Vehicles

#### a) Mileage Policy for Tourism Vehicles with “BASIC” package

##### a) BASIC Package

- Economy Class:
  - Contracts of 1 to 12 days: 200 km/day.
  - Contracts of 13 to 30 days: 2,400 km/contract.
  - Contracts of 31 days or more: 80 km/day.
  - Excess: €0.30/km.
- Premium Category:
  - Contracts of 1 to 12 days: 150 km/day.
  - Contracts from 13 to 30 days: 1,800 km/contract.
  - Contracts of 31 days or more: 60 km/day.
  - Excess: €0.50/km.
- Luxury and Luxury Elite Categories:
  - Contracts from 1 to 12 days: 150 km/day.
  - Contracts from 13 to 30 days: 1,800 km/contract.
  - Contracts of 31 days or more: 60 km/day.
  - Excess: €1.50/km (Luxury) and €2.50/km (Luxury Elite).

#### **Misuse:**

In the event that the vehicle records excessive mileage that does not correspond to the intended tourist use, or it is used for different purposes resulting in excessive mileage, SOLO rent a car reserves the right to terminate the contract for breach of contract and claim compensation for damages.

- b) COMFORT Package
  - Economy Category:
    - Rental period of 1 to 12 days: 300 km/day.
    - Rental period of 13 to 30 days: 3,600 km/rental.

- Rental period of 31 days or more: 120 km/day.
- Excess: €0.30/km.
  - Premium Category:
- Contracts of 1 to 12 days: 250 km/day.
- Contracts of 13 to 30 days: 3,000 km/contract.
- Contracts of 31 days or more: 100 km/day.
- Excess: €0.50/km.
  - Luxury and Luxury Elite Categories:
- Contracts from 1 to 12 days: 250 km/day.
- Contracts from 13 to 30 days: 3,000 km/contract.
- Contracts of 31 days or more: 100 km/day.
- Excess: €1.50/km (Luxury) and €2.50/km (Luxury Elite).

c) SELECT Package

- Economy Category:
- Contracts from 1 to 30 days: unlimited mileage.
- Contracts of 31 days or more: 120 km/day.
- Excess: €0.30/km.
  - Premium Category:
- Contracts from 1 to 30 days: unlimited mileage.
- Contracts of 31 days or more: 100 km/day.
- Excess: €0.50/km.

**Terms of use for unlimited mileage:** Unlimited mileage is intended exclusively for private and tourist use. Any commercial, professional, or profit-making use of the vehicle is prohibited.

d) PLUS Package (rentals of 60 days or more)

- Economy Category:
- Included: 4,800 km/month.
- Excess: €0.30/km.
  - Premium Category:
- Included: 3,000 km/month.
- Excess: €0.50/km.
  - Luxury and Luxury Elite Categories:
- Included: 3,000 km/month.
- Excess: €1.50/km (Luxury) and €2.50/km (Luxury Elite).

22.3. Purchase of Additional Kilometres: Customers have the option to purchase additional Kilometres to increase the total allowed mileage during the rental period. The number of additional Kilometres purchased will be added to the initially established limit. It is important to note that additional Kilometres must be purchased before the start of the rental.

## **23. Vehicle Damage and Courtesy Damage**

**A. Vehicle Reception:** At the time of vehicle delivery, the client will receive detailed information about the vehicle's condition via email, along with their rental contract and general conditions, including photographs of any existing imperfections. If the client detects discrepancies between the provided information and the actual condition of the vehicle (such as unmarked damages or discrepancies in the fuel level), they must notify SOLO rent a car within 15 minutes after finalizing the reservation and before leaving the parking lot or the lessor's facilities.

**B. Vehicle Return:** At the time of return, SOLO rent a car agents will inspect the vehicle and prepare a report on its condition. If damages are detected that were not identified during delivery and are not covered by the liability exemptions of the contracted package, the coverage policy stipulated in that package will apply, except in cases of specific exclusions. The client will be directly responsible for all damages not covered by the contracted package, as well as for lost profits due to the downtime of the vehicle intended for commercial exploitation by SOLO rent a car.

If the customer has contracted the “BASIC”, “COMFORT”, “SELECT”, or “PLUS” packages, courtesy damage will not be considered for charges upon return of the vehicle, unless it is extremely visible, significant, and/or technical, affecting the commercial viability of the rented vehicle.

**C. Courtesy Damage:** **Courtesy damage** is considered to be damage that only affects the **bodywork** (doors, bumpers, hood, etc.) and is less than 1 cm in diameter, such as chips, scratches, scrapes, or dents.

**Exclusions:** This rule **does not apply** to windows, tires, or locks.

Multiple damages within an area of 10 cm<sup>2</sup>, each less than 1 cm in diameter, **will not be considered** courtesy damages and, therefore, the customer will be responsible for them. A tool corresponding to the above measurements will be used to assess the damages.

**D. Excess of Damages over the Deposit:** If the costs for damages caused by the client exceed the amount of the deposit, SOLO rent a car reserves the right to claim the full amount of consequential damages and lost profits due to the vehicle's downtime. This includes withdrawing funds from the client's bank account used to pay the deposit. The client authorizes this action and will be responsible for any additional expenses and damages incurred.

## **24. Contractable Packages. Breakdown of Contractable Packages**

This section contains tables listing the VEHICLE CATEGORY. Each VEHICLE CATEGORY is defined and described in Section 15 of the contract, “Definition of vehicle groups and categories,” and will serve as the official reference for all vehicle groups included in that category.

**Contractable Packages and Exclusions Policy:**

“**BASIC**”: Included by default in all vehicles. This package complies with the provisions of the contractable packages table, which includes Compulsory Third-Party Liability Car Insurance.

“**COMFORT**”/“**SELECT**”: This package must be purchased directly from SOLO rent a car. With the “**SELECT**” or “**COMFORT**” package, the customer will not be liable for the damages specified in the damage chart, unless the damages fall under the detailed exclusions.

**Comparison of “BASIC” VS “COMFORT” or “SELECT” packages**

PARTICULAR CONDITIONS OF THE BASIC VS COMFORT OR SELECT PACKAGES				
Characteristics	Description	Basic	Comfort	Select
Franchise		Full Franchise	Reduced to the amount of the deposit	Without Franchise
Third Party Liability		Yes	Yes	Yes
Vehicle Theft		Yes	Yes	Yes
Vehicle Fire		Yes	Yes	Yes
Tires	Puncture	No	Yes	Yes
Free Towing (Less than 50km)		No	Yes	Yes
Free 24h roadside assistance		No	Yes	Yes
Car Body; Bonnet, Fenders, Doors, Trunk, Roof, Front Bumper, Rear Bumper.	Scratch	No	Limited*	Yes
	Dent	No	Limited*	Yes
Front windshield, rear window, glass	Chip Fracture	No	Limited*	Yes
Rear view mirrors	Casing Mirrors Mechanism	No	Limited*	Yes
Headlights (front/rear)	Scratch Breakage	No	Limited*	Yes
Damage Management		No	Limited*	Yes

“**Limited\***” means that the lessee’s liability for damages will be limited to the amount of the security deposit paid

### DEPOSITS - BASIC VS COMFORT OR SELECT

VEHICLE CATEGORY	TOTAL DEPOSIT WITH BASIC* PACKAGE	TOTAL DEPOSIT WITH COMFORT PACKAGE	TOTAL DEPOSIT WITH SELECT PACKAGE
Economy	1,150 €	575 €	250 €
Premium	1,750 €	875 €	450 €
Luxury	4,500 €	2,250 €	1,500€
Luxury Elite	6,500 €	3,250 €	Not available
Small Vans, Medium Vans	1,150 €	575 €	Not available
Large Vans	1,350 €	675 €	Not available
Refrigerated Medium Vans, Platform Vans	1,500 €	750 €	Not available

### CANCELLATION POLICY - BASIC VS COMFORT OR SELECT

Description	BASIC	COMFORT / SELECT/ PLUS
Free cancellation: 48 hours before the start of the rental period	No	Yes
No show	No	No

**PASSENGER VEHICLE MILEAGE POLICY**

Vehicles may only travel on the Spanish mainland and Gibraltar

**WITH "BASIC" PACKAGE**

<b>VEHICLE CATEGORY</b>	<b>Contract from 1 to 12 days</b>	<b>Contract from 13 to 30 days</b>	<b>Contract 31 days or more</b>	<b>Price per additional Kilometre</b>
Economy	200 km per day	2400 km per contract	80 km per day	0,30€ per 1 Kilometre
Premium	150 km per day	1800 km per contract	60 km per day	0,50€ per 1 Kilometre
Luxury	150 km per day	1800 km per contract	60 km per day	1,50€ per 1 Kilometre
Luxury Elite	150 km per day	1800 km per contract	60 km per day	2,50€ per 1 Kilometre

**WITH "SELECT" PACKAGE**

<b>VEHICLE CATEGORY</b>	<b>Contract from 1 to 30 days</b>	<b>Contract 31 days or more</b>	<b>Price per additional Kilometre</b>
Economy	UNLIMITED	160 km per day	0,30€ per 1 Kilometre
Premium	UNLIMITED	100 km per day	0,50€ per 1 Kilometre
Luxury	UNLIMITED	100 km per day	1,50€ per 1 Kilometre

**WITH "COMFORT" PACKAGE**

<b>VEHICLE CATEGORY</b>	<b>Contract from 1 to 12 days</b>	<b>Contract from 13 to 30 days</b>	<b>Contract 31 days or more</b>	<b>Price per additional Kilometre</b>
Economy	300 km per day	3600 km per contract	120 km per day	0,30€ per 1 Kilometre
Premium	250 km per day	3000 km per contract	100 km per day	0,50€ per 1 Kilometre
Luxury	250 km per day	3000 km per contract	100 km per day	1,50€ per 1 Kilometre
Luxury Elite	250 km per day	3000 km per contract	100 km per day	2,50€ per 1 Kilometre

## INDUSTRIAL VAN MILEAGE POLICY

Vehicles may only travel on the Spanish mainland and Gibraltar

### WITH "BASIC" PACKAGE

VEHICLE CATEGORY	Contract from 1 to 12 days	Contract from 13 to 30 days	Contract 31 days or more	Price per additional Kilometre
Small Vans, Medium Vans, Large Vans, Refrigerated Medium Vans, Platform Vans	200 km per day	2400 km per contract	80 km per day	0,25€ per 1 Kilometre

### WITH "COMFORT" PACKAGE

VEHICLE CATEGORY	Contract from 1 to 12 days	Contract from 13 to 30 days	Contract 31 days or more	Price per additional Kilometre
Small Vans, Medium Vans, Large Vans, Refrigerated Medium Vans, Platform Vans	400 km per day	4800 km per contract	160 km per day	0,25€ per 1 Kilometre

Comparison of "BASIC" vs "PLUS" packages for long-term contracts.

**PARTICULAR CONDITIONS OF THE BASIC VS PLUS PACKAGES**

Characteristics	Description	Basic	PLUS
Franchise		Full according to group	Reduced to the amount of the deposit in accordance with the group
Deposit amount	Economy	1,150 €	575 €
	Premium	1,750 €	875 €
	Luxury	4,500 €	2,250 €
	Luxury Elite	6,500 €	3,250 €
Third-party liability		Yes	Yes
Vehicle theft		Yes	Yes
Vehicle fire		Yes	Yes
Free towing (less than 50 km)		No	Yes
Free 24-hour roadside assistance		No	Yes
Damage management		No	No

**MILEAGE POLICY FOR PASSENGER CARS  
WITH “PLUS” PACKAGE**

Vehicles may only travel on the Spanish mainland and Gibraltar

VEHICLE CATEGORY	Kilometres included per day	Kilometres included per month	Price per additional Kilometre
Economy	120 km per day	3600km	0,30€ per 1 Kilometre
Premium	100 km per day	3000km	0,50€ per 1 Kilometre
Luxury	100 km per day	3000km	1,50€ per 1 Kilometre
Luxury Elite	100 km per day	3000km	2,50€ per 1 Kilometre

**The available short-term rental packages are: Basic, Comfort, and Select.**

**For rentals of 60 days or more, the Basic and PLUS packages are available.**

**The “BASIC” package** is available exclusively for online booking through the official SOLO rent a car website and may not be contracted directly at the office. All vehicles include the “Basic” package by default, which covers the mandatory civil liability insurance in accordance with applicable legislation.

**The “COMFORT” package** constitutes an extended option that integrates additional benefits compared to the “BASIC” package. This package may be contracted both online and directly at the office, subject to availability. The specific conditions regarding mileage, deposit, and excess shall depend on the vehicle category and will be reflected in the corresponding rental contract.

**The “SELECT” package** is an extended package that includes special mileage and deposit conditions, as well as a €0 excess for the categories in which it is available. This package shall be available exclusively for certain vehicle categories, subject to internal operational criteria and availability.

**The “PLUS” package** is available exclusively for rental agreements of 60 days or longer through SOLO rent a car. Availability of the package depends on the vehicle category. The availability of each package shall depend on the vehicle category, the type of contract, and internal operational criteria.

The company reserves the right to limit, modify, or withdraw the availability of certain packages at any time for operational, commercial, or risk management reasons.

**Important:** All packages are subject to the exceptions detailed in the following table of this section, under the heading "EXCLUSIONS".

In cases of damage caused by the client without the intervention of third parties and without a police report or friendly accident report, the following cases could also be considered as negligence:

- The repair costs exceed the excess.
- There are multiple unrelated damages in different parts of the vehicle.

**Exclusion List:**

- **Damages resulting from direct non-compliance with the terms and conditions of the rental contract.**
- **Fire caused by negligence.**
- **Failure to deliver the original key along with a complete police report and/or friendly report within 24 hours of an accident.**

- Damages occurred while the vehicle was driven by someone not included in the contract.
- Incorrect use of fuel and expenses related to resulting mechanical failures.
- Loss and replacement of keys.
- Damages to the interior of the vehicle and its accessories.
- Damages incurred after the contract expiration date.
- Damages resulting from driving under the influence of alcohol or drugs.
- Charges for tow service more than 50 km away.
- In case of abandonment of the vehicle.
- Damages caused to the vehicle by the installation of unauthorized equipment.
- Unauthorized repairs and the consequent modifications, breakages, and repairs.
- Damages caused to another vehicle, death or bodily injury to a person or property due to negligence or reckless driving.
- Damages caused to the underside of the vehicle and related mechanical damages.
- Damages resulting from fraudulent, dishonest, illegal, or criminal activities committed by the client or their additional drivers.
- If the insurance company decides that this is not an insurable case, it will be considered a breach or negligence, and therefore it will not be covered by any package from SOLO rent a car.
- Damages that arise during driving that severely infringes the traffic laws of the rental country.
- Damage caused outside the territorially authorized area.
- Carrying more passengers or weight in the vehicle than specified by the vehicle manufacturer or allowed by law.
- Damages caused to the vehicle when used to move, push, or tow other vehicles.

#### Additional Exclusions:

- Theft due to acts of vandalism, negligence, or if the keys or any device used to open or operate the vehicle have not been removed from it.
- Damages occurred while transporting pets/animals.
- Lack of diligence in the use and/or care of the vehicle, avoiding any situation that may cause damage to the Vehicle or to third parties.

**Note:** SOLO rent a car is not responsible for bank commissions or fluctuations in exchange rates. Extraordinary cleaning fees and damages directly or indirectly derived from war, acts of terrorism, nuclear risks, or participation in an active war, are also excluded.

## 25. Early Termination of Vehicle Rental Contract

The parties may terminate the vehicle rental contract if there is a legal cause for doing so. The reasons for early termination of the contract are detailed below:

**1. Return of Payment Methods:** If any payment method provided by the customer is returned, the customer must make the payment immediately or comply with the payment conditions previously agreed with SOLO rent a car, otherwise, the contract may be terminated.

**2. Improper Use of the Vehicle:** If the customer uses the vehicle in a manner not suitable for its purpose or causes damage to it through fraud or gross negligence, including the lack of maintenance or required inspections.

**3. Violation of Driving Regulations:** This includes infractions such as exceeding the maximum permitted speed or driving under the influence of alcohol.

**4. Non-compliance with Contractual Provisions:** If the customer fails to comply with any of the provisions of the current vehicle rental contract, its General Conditions, or the particular conditions subscribed.

**5. Exceeding the Allowed Driving Territory:** If the customer drives the vehicle outside the permitted territory, i.e., the peninsular territory of Spain and Gibraltar, without prior, written, and explicit authorization from the lessor.

In case of contract termination, the customer must immediately return the vehicle, keys, documentation, and accessories to the lessor.

SOLO rent a car will have the right to terminate the contract and retrieve the vehicle from its location, with all vehicle recovery costs and lost profits being the responsibility of the customer. Additionally, in the event of contractual termination, the lessor may claim for damages caused, including consequential damage (such as towing costs, expert assessments, legal costs, etc.) and lost profits due to the unavailability of the rented vehicle.

The daily amount of lost profits will be established based on the certificate on lost profits due to vehicle downtime issued by the National Business Federation of Rental Vehicles with and without Drivers (FENEVAL), by AECA, AESVA, or the corresponding expert or entity in the field.

The packages available are “BASIC”, “COMFORT”, and “SELECT” for short-term rentals, as well as “BASIC” and “PLUS” for rentals of 26 days or more.

## **26. Special conditions for rentals of 60 days or longer**

Rentals of **60 days or more** are handled directly through SOLO Rent a Car, with special rates. If a rental starts as a short-term rental and is extended beyond 60 days, the terms and conditions will only change if agreed upon in writing.

**Duration and Extension:** Extensions require the Lessor's express agreement and may be subject to rate adjustments based on vehicle category and market conditions.

**The deposit** is charged **once at the start** and can only be modified in the event of a vehicle replacement.

**Mileage and Usage:** Mileage is included according to the rate; excess mileage is charged; non-personal use may incur additional charges.

**Commercial Use:** It is prohibited to use the vehicle for taxi, ride-hailing, delivery, transport (except for commercial vans), or subletting.

**Insurance and Security Deposit:** Same as for short-term rentals; security deposit charged to a credit card.

**Maintenance and Vehicle Changes:** Service every 89 days or upon request; the vehicle can be changed if necessary.

### **Early termination of long-term contract**

- **60 days or more:** can be terminated without penalty, but the current period is not refunded; the deposit is returned minus any damages or additional charges.
- **Less than 60 days:** short-term rates apply and the customer remains liable for damages or excess mileage.

**Renewal:** contracts last a maximum of 89 days; at the end of the contract, the vehicle, rate, or insurance may be renewed or adjusted, but always with the Lessor's agreement.

## **27. Exemption from Liability**

**The lessor SOLO rent a car will be exempt from all contractual liability, in accordance with the provisions of Article 1105 of the Civil Code, in the event that the vehicle rental cannot be carried out due to force majeure or causes beyond its control.**

## **28. Contract Modifications**

There are no agreements between the CLIENT and SOLO rent a car that are not reflected in writing in the rental contract or in these general conditions. Any modification to these documents must also be made in writing and signed by both parties. The parties will sign a rental contract (specific conditions) under the stipulations of this contract of General Rental Conditions.

## **29. Language**

These terms and conditions are available to the customer in Spanish, as well as in other languages (Russian, German, and English). In the event of any discrepancy between the

versions in other languages (Russian, German, and English), the Spanish version shall prevail and be considered the definitive version, and this shall be noted in the versions of these terms and conditions written in other languages.

### **30. Customer Service**

You can contact SOLO rent a car Customer Service at the following email address: support@sologroup.net. Additionally, at all our facilities, you will find official complaint forms available, and our staff will be pleased to provide them upon request.

### **31. Remote Vehicle Location System**

It is hereby informed and consent is obtained from the client that some vehicles from SOLO rent a car may be equipped with a remote location system. This system allows for monitoring and controlling the vehicle's location, and it is particularly activated in cases where the vehicle exceeds the authorized geographical area, which will be considered a breach of contract.

1.Purposes of Data Processing: Vehicles from SOLO rent a car are equipped with "connected vehicle" technology that processes location and vehicle status data, including, but not limited to, the expiration date for the next inspection, vehicle locking, speed, sensor status, or the activation of safety systems such as airbags. These data are used exclusively to:

- Manage the vehicle rental process.
- Prevent crimes against property, such as non-return of the vehicle within the agreed period or its use outside the agreed area.
- Fleet maintenance and care.
- Compliance with the terms of the rental contract.
- Establish, verify, and investigate vehicle damage or accidents.

2.Legitimacy of Processing: The processing of these data is based on the legitimate interest of SOLO rent a car to protect its fleet and contractual rights, prevent, detect, or investigate unauthorized use of its vehicles and systems, and ensure compliance with laws and company policies. Furthermore, it is based on the specific consent provided by the CLIENT when signing the vehicle rental contract.

3.Category of Data Recipients: In certain markets and for certain categories of vehicles, SOLO rent a car works with external geolocation service providers. To prevent, investigate, and/or avoid property crimes, data may be transferred to authorities, investigative bodies, regulators, police forces, public administrations, debt collection agencies, experts, assistance providers, lawyers, solicitors, insurance brokers, and insurers.

### **32. Data Processing in Case of Damages, Accidents, and Violations**

32.1.Purposes of Processing: When you detect damages to our vehicles, if you or a third party cause damage to them, if traffic and vehicle circulation regulations are violated during your rental, or if you or a third party are involved in an accident with one of our vehicles, we will process your personal data, contact data, contractual data, financial data, and other relevant data for the following purposes:

- Receipt and examination of claims.
- Customer service in the event of an accident.
- Processing of damages.
- Handling of claims, including processing your information and that of third parties, such as the Police, the subsequent lessee, witnesses, among others. This processing also includes managing the mentioned data categories for the purpose of settling damages with insurers and insurance brokers. In relation to accidents and incidents, your personal, contact, and contractual data are also used to provide assistance through SOLO rent a car's roadside assistance and mobility guarantee services.

Your data is also processed to comply with legal obligations, such as notifications to investigative bodies, identification of drivers in traffic violations, among others. In the event that competent authorities suspect that you have committed an infraction or crime with one of our vehicles, in addition to your stored personal data, data provided by the competent authorities will also be processed.

Furthermore, your personal, contact, financial, and contractual data, including those related to health, such as a medical report provided by the client as justification for early termination of the contract, will be processed for the purpose of securing and executing our claims against you, for example, in cases of non-payment or damage to our vehicles.

Our legitimate interest in processing your data for the purpose of damage settlement and executing our own claims against you lies in preventing damage to our company and ensuring the availability of undamaged vehicles for our customers. Additionally, based on contractual relationships with third parties, such as insurers, we are obligated to process your data to settle damages. Our legitimate interest in this context is to ensure the fulfillment of contracts.

32.2.Categories of Recipients of Your Data: If necessary, we disclose your data to the following recipients: authorities, investigative bodies, regulatory agencies, law enforcement agencies, public administrations, debt collection agencies, experts, assistance providers, lawyers and solicitors, insurance brokers, and insurers.

### **33. Use of the Navigation System (GPS)**

During the rental period, the use of a navigation system (GPS) in the vehicle may result in the storage of navigation data within the device. Additional data may be stored in the rented vehicle when linking mobile phones or other electronic devices to the vehicle's system.

**33.1. Customer Responsibility:** If the CLIENT and/or driver does not wish for such data to remain in the rented vehicle after its return, it is their responsibility to ensure that these data are deleted before returning the vehicle. The data can be deleted by resetting the vehicle's navigation (GPS) and communication systems to their "factory settings."

**33.2. Responsibility of SOLO rent a car:** It is not the responsibility of SOLO rent a car to ensure the deletion of the mentioned data. After a period of 2 hours from the effective return of the vehicle to the LESSOR, the data related to the use of the navigation system will be deleted by default.

## **34. Data Privacy Policy**

This legal text gives you details of how we collect and process your personal data through the use of our website [www.solorentacar.com](http://www.solorentacar.com), including any information you may provide us through the website when you request information or contract a service, register for our newsletter or provide your contact details through the form provided for this purpose.

By providing us with the data, we inform you that our services are not possible for those who are prevented by law from giving consent, so by sending us the forms you guarantee that you have sufficient capacity to give consent. „SOLO MARBELLA, S.L.,,, is responsible for your data.

The person responsible for data processing:

Data Controller: SOLO MARBELLA, S.L.

Tax ID: C.I.F.: B-93089928

Registered Office: Nave 76, Polígono Industrial La Campana, Marbella, Málaga, CP 29660. –

Phone: +34 951 509 999 –

Email: [support@sologroup.net](mailto:support@sologroup.net) –

Registry Details: Commercial Registry of Málaga, Volume 4825, Book 3733, Folio 62, Sheet MA-07336.

### **1. What Data Do We Collect**

The General Data Protection Regulation (GDPR) defines personal data as any information relating to an identified or identifiable natural person. This does not include anonymous or

aggregate data. On our website [www.solorentacar.com](http://www.solorentacar.com), we may process certain types of personal data, which may include:

- Identity Data: first name and last name.
- Contact Data: email and address.
- Marketing and Communications Data: preferences for receiving marketing communications from us and preferred communication method.

We do not collect any data related to special categories of personal data (such as revealing your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, and information about your health, genetic or biometric data).

If you are asked to provide personal data by law or under the terms of a contract between us and you refuse to do so, we may not be able to fulfill that contract or provide the service, and you must inform us in advance.

## 2. How Do We Collect Your Data

The means we use to collect personal data include the form on our website [www.solorentacar.com](http://www.solorentacar.com), through our contact email, by phone or postal mail, when:

- You request information about our products or services
- You contract our services or products
- Through technology or automated interactions: on our site we may automatically collect technical data about your equipment, browsing actions, and usage patterns. These data are collected through cookies or similar technologies. If you want more information, you can check our cookie policy published on the website.
- Through third parties:
- Google: analytical data or search data. Outside the European Union.

3. Purpose and Legitimacy for the Use of Your Data. The most common uses of your personal data are:

- For the formalization of a contract between SOLO rent a car and you.
- When you give your consent for the processing of your data
- When we need them to comply with a legal or regulatory obligation
- When it is necessary for our legitimate interest or that of a third party.

The User may withdraw the consent given at any time by sending an email to [support@sologroup.net](mailto:support@sologroup.net) or by consulting the section on the exercise of rights below.

We may process some personal data for an additional legal reason, so if you need details, you can send an email to support@sologroup.net.

4. Purpose: We will only use your data for the purposes for which we collected them, unless we reasonably consider that we need to use them for another reason, notifying you in advance so that you are informed of the legal reason for its processing and provided that the purpose is compatible with the original purpose.

5.Retention Period: They will be retained for the necessary time to fulfill the purpose for which they were collected and to determine any potential liabilities that may arise from that purpose and the processing of the data. The provisions in the different regulations regarding the retention period will be applicable as it applies to this processing.

#### 6. Your Data Protection Rights: How to Exercise These Rights?

Users may send a communication to the registered office of SOLO MARBELLA, S.L. or email address support@sologroup.net, including in both cases a photocopy of their ID card or similar identification document, to request the exercise of the following rights:

- Access to your personal data: you can ask SOLO rent a car if they are using your personal data.
- To request their rectification if they are incorrect, or to exercise the right to be forgotten regarding them.
- To request the limitation of processing, in which case they will only be retained by SOLO rent a car for the exercise or defense of claims.
- To object to their processing, SOLO rent a car will stop processing the data in the manner you indicate, unless for legitimate reasons or for the exercise or defense of possible claims, they must continue to be processed.
- To data portability: if you want your data to be treated in another way.

SOLO rent a car will facilitate the portability of your data to the new controller.

You can use the models provided by the administration or the competent authority. We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of the other rights mentioned above). This is a security measure to ensure that personal data are not disclosed to any person who does not have the right to receive them.

We handle all requests within the legally indicated period of one month. However, it may take us longer than a month if your request is particularly complex, or if you have made a series of requests previously. In this case, we will notify you and keep you updated.

The signing of the Contract, as expressly indicated by the Lessee, will be considered acceptance of the General and Specific Conditions specified in the contract, as well as authorization for the provisions in it.

**7. Transfer of Personal Data.** It is possible that, in the performance of our work, we may need the help of third parties who will only process the data to provide the contracted service:

- Service providers who provide systems administration and IT services.
- Professional advisors including lawyers, auditors, and insurers who provide banking, legal, insurance, and accounting consultancy services.

We only allow such processors to handle your data for specified purposes and in accordance with our instructions. However, you can request from us, in compliance with transparency, a list of who these companies are that provide us services by emailing [support@sologroup.net](mailto:support@sologroup.net).

**8. Data Security.** We have implemented appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorized way, altered, or disclosed. Additionally, we limit access to your personal data to those employees, agents, contractors, and other third parties who have a business need to know such data. They will only process your personal data according to our instructions and are subject to a duty of confidentiality.

We have implemented procedures to address any suspected personal data breach and will notify you and the Supervisory Authority in the event of a breach, as regulated by the GDPR in its articles 33 and 34, a security breach.

### **35. Jurisdiction**

In the event of any discrepancy regarding any issue that arises between the parties in relation to this contract, such as matters relating to its execution, interpretation, fulfillment, or resolution, the parties express their intention to waive any other jurisdiction to which they may be entitled, preferring the jurisdiction of the Courts and Tribunals of Marbella.

### **36. The Client**

The customer has been fully informed of all the terms of the contract, which is written in clear and easily understandable language, and both parties agree to the terms set forth herein.

The lessee's signature on the contract implies acceptance of the general and specific conditions set forth herein.

By signing this document, I, the undersigned customer, accept the condition in which the vehicle has been delivered to me and all the contents of this contract, and I agree to pay the total rental price. I understand that I may incur additional costs as mentioned above in the rental terms, and I accept my responsibilities as the renter of this vehicle during the term of this agreement in accordance with the conditions specified in the Terms and Conditions of the Rental Agreement, and, where applicable, upon incurring such costs, and when payment is made by credit card.

I authorize and have read the provisions regarding the processing of my data, as well as the respective policy, contained in this contract, and hereby express my consent by signing it.

I authorize “SOLO MARBELLA SL” to charge and deduct all costs, including accident fees, charges, fines, or administrative proceedings related to my operation of a vehicle owned by “SOLO MARBELLA SL,” under the terms of the rental agreement.

Client's signature