

Lease Terms and Conditions

A.C. Cymbron, S.A. leases to the Client the vehicle described in the Agreement under the exact terms and conditions specified therein, which the Client takes cognisance of, agrees with, and by signing, undertakes to observe and respect.

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CLAUSE 1. USE OF THE VEHICLE

1. Under penalty of exclusion from insurance coverage and, therefore, been considered uninsured, the Client agrees not to allow the vehicle to be driven by a person or persons other than those identified and accepted by A.C. Cymbron, S.A. in the Agreement.
2. Authorised additional drivers will be jointly and severally liable for all of the Client's obligations under this Agreement and the laws applicable thereto.
3. Under penalty of incurring the provisions of the first part of 1, the Client also commits not to use the vehicle or not to allow it to be used:
 - a) For sporting events, whether or not official;
 - b) By persons under the influence of alcohol or narcotics;
 - c) For any transport in breach of customs regulations or otherwise unlawful.

CLAUSE 2. VEHICLE AND TIRES STATUS

1. The Client expressly declares that they received the vehicle in perfect working order, equipped with four tires in good condition and without punctures, unless proven otherwise, and the Client undertakes to return the vehicle in the condition in which it was delivered.
2. In case of deterioration of any of the tires or rims, the Client commits to replace them immediately, at their expense, with a tire and/or rim with the same features and the same brand, except in cases covered by insurance.

CLAUSE 3. MAINTENANCE AND REPAIR

1. Normal mechanical maintenance resulting from correct use is the responsibility of A.C. Cymbron, S.A.
2. A.C. Cymbron, S.A. is not responsible for loss of time suffered by accident or malfunction that may delay or interrupt the Client's vacation or trip.

CLAUSE 4. INSURANCE AND COVERAGES

1. The lease rates include Compulsory Civil Liability coverage for damages against third parties arising from use and circulation of the vehicle.
2. The lease rates also include damage to the vehicle as a result of:
 - a) Collision, impact and rollover – CDW;
 - b) Robbery or theft – TP; and
 - c) Fortuitous fire, lightning, explosion, act of vandalism or natural phenomenon – TP.
3. The lease rates do not include, unless expressly indicated, an optional protection, called Super Easy Pack, which includes reduction of the Client's liability (SUPER CDW) and the following coverage:
 - a) Occupant protection - death or permanent disability – PAI;
 - b) Temporary absolute incapacity –Hospital admission – PAI;
 - c) Treatment and funeral expenses – PAI;
 - d) Travel assistance;
 - e) Legal protection;

- f) Isolated breakage of glass;
- g) Protection for damage to tires and rims - CPJ.
- 4. The protection mentioned in the preceding paragraph can be hired when picking up the vehicle or in advance when booking.
- 5. The lease rates always include a deductible for said damages for which the Client is directly responsible. The aforementioned deductible must be guaranteed upon payment of the corresponding deposit.
- 6. Protection will be valid whenever the following conditions are met:
 - a) The Client, in the event of a collision, sends A.C. Cymbron, S.A., within forty-eight hours after the accident, the complete data of the other party and possible witnesses, completing an accident report, in the form of an "Amicable Accident Declaration" – DAA – detailing the license plate, name and address of the other party, the circumstances of the collision, a sketch of the accident, the name of the insurer and, where possible, the insurance policy number, all signed by the two drivers involved in the accident, or, otherwise, the "Accident Report" that will be provided by A.C. Cymbron, S.A.;
 - b) The insurance company does not reject the claim, because the vehicle was not driven in the physical and psychological conditions required by the Highway Code;
 - c) The collision, theft, fire or act of vandalism has not taken place during the course of unauthorised use or in breach of any of the conditions enshrined in this agreement;
 - d) The Client has informed A.C. Cymbron, S.A. about the collision, theft, fire or act of vandalism in the vehicle within forty-eight hours thereof, providing the relevant documentation (accident report, before the authorities, etc.).
- 7. These coverages are guaranteed and secured by the insurance company with which A.C. Cymbron, S.A. has taken out the corresponding insurance policy and are subject to its general and particular clauses and the law in force.
- 8. By signing the lease agreement, the Client adheres to the aforementioned policy as an insured, the conditions of which are available at the lease station.

CLAUSE 5. FUEL

- 1. The vehicle is delivered with a full tank and must be returned with a full tank. If the Client does not observe this condition, they acknowledge the right of A.C. Cymbron, S.A. to apply the supplement for the refuelling service.
- 2. In the event of introduction of fuel of a different type from that used by the vehicle, the Client is liable for the expenses inherent to full replacement of the fuel, disassembly and washing of the tank, engine tuning and other damages caused to the vehicle, without objecting to the applicable amounts; 500€ will be charged for the service.

CLAUSE 6. PAYMENTS, LEASE PRICE, DEPOSIT AND EXTENSION

- 1. The client undertakes to pay to Azores Easy Rent all charges for the lease of the vehicle, insurance and taxes determined in the rate on the date of booking, which was previously reported to the client. Application of the initially agreed rate is subject to return of the vehicle at the place, on the scheduled date and time. Rates may vary depending on season, therefore, prior to hiring a vehicle, the client will be responsible for verifying the rate applied.
- 2. The amount associated with the agreement's fuel policy
- 3. The lease price is determined by the table in force, paid in advance.
- 4. A deposit will be blocked on the Client's credit card when picking up the vehicle. It will be returned after confirmation by Azores Easy Rent that the vehicle is in good condition.
- 5. The deposit cannot be used to extend the lease. To avoid complaints and in the event that the Client wants to keep the vehicle for a period longer than that indicated in their agreement, they must send, if A.C. Cymbron, S.A. has agreed, the additional lease amount 48 hours before expiry of the lease agreement in force, under penalty of being exposed to legal prosecution for vehicle diversion or breach of trust.
- 6. Deductibles Table.

	Group	Easy Pack	Super Easy Pack
Vehicles	A - B - C - I	€500.00	€0.00
	D and H and L	€750.00	€0.00
	K / N	€900.00	€0.00
	AND	€1,200.00	€0.00

7. The lease day is considered to be each 24-hour period.
8. Minimum lease is 1 day.
9. The maximum lease is 30 days.

CLAUSE 7. VEHICLE RETURN

1. The client commits to return the leased vehicle in the same conditions in which it was delivered, together with all its documents, tires, tools and accessories, in the place, at the date and time stipulated in the lease agreement. The client may not modify any technical feature of the vehicle, keys, equipment, tools and/or accessories thereof, nor make any modification of its exterior and/or interior appearance. Otherwise, the client must bear the expenses related to restoring the vehicle to its original state, as well as the damages and losses caused to Azores Easy Rent due to the reconditioning of the vehicle, due to the time it is immobilised, and also, any other damages caused to Azores Easy Rent.
2. The lease ends on the day and place specified in the agreement signed by the Client.
3. With regard to interior cleaning, the vehicle must be returned in the same conditions as it was delivered. Otherwise, a cleaning fee will apply.
4. If you return the Vehicle before the date mentioned in the Lease Agreement, you will not be entitled to any refund.
5. Azores Easy Rent is not liable for any goods or objects that may be left in the vehicle.
6. Return of the vehicle at a date and time different from those established in the agreement entitles Azores Easy Rent to charge the lease amount corresponding to the days of delay in return, in addition to a penalty for economic damages that the lack of that car causes, which amounts to €50.00 for each day of delay. Likewise, the return or abandonment of the vehicle in a place other than that mentioned in the Agreement entitles Azores Easy Rent to cumulatively demand:

Lease amount corresponding to the days needed to repair the vehicle and make it available for rent;

Compensation corresponding to € 100.00 per day, for the economic damage caused, due to the immobilisation of the vehicle;

Plus travel/towing and guard/guarding costs, — if any — to the place set out in the agreement for its return). Azores Easy Rent reserves the right to bring the relevant legal actions, in the event of disappearance or non-return of the vehicle and before the competent authorities (judicial and police), the client being liable for the legal consequences and legal provisions that may arise therefrom. Unilateral extension by the client of the duration of the agreement is deemed unauthorised (abusive) use of the vehicle for the purposes of the client's liability for any damage that the vehicle sustains.

CLAUSE 8. LIABILITY

1. During the lease, the Client is liable for damage caused to the interior and underside (bottom) of the vehicle, except in cases covered by insurance.
2. The Client is solely liable for fines, misdemeanours and documents raised against them, documents and vehicle keys. Loss of documents and/or vehicle keys during the lease will result in payment of €200.00 (two hundred euros) for their replacement.
3. A.C. Cymbron, S.A. is not liable for any type of objects or goods stolen, robbed, forgotten or lost inside the vehicle.

CLAUSE 9. CANCELLATION POLICY AND BOOKING ALTERATIONS

1. Cancellation: Up to 48H before the day of Pick Up, 100% of the amount paid will be refunded.
2. Cancellation: After 48H before the day of Pick Up, 100% of the reservation will be charged.
3. Alterations: Up to 48h before the Pick Up date, no costs.
4. Alterations: After 48h of the Pick Up date, if the booking period is shorten, total initial fee is charged.

CLAUSE 10. APPROVED MANDATORY RESTRICTION DEVICE FOR CHILDREN

1. If the vehicle is used to transport children under three years of age or older, but who are less than 1.50 cm tall, the Client must inform A.C. Cymbron, S.A. so that the corresponding mandatory restraint device approved according to the weight and height of the child or the person who must use it is provided, with prepayment of the corresponding lease fee and WITHOUT FIXING IT TO THE VEHICLE.
2. Installation of the device will always be the responsibility of the Client.

CLAUSE 11. APPLICABLE LAW AND JURISDICTION

1. This lease agreement will be governed and interpreted in accordance with Portuguese laws.
2. A.C. Cymbron, S.A. declares its intention to settle any dispute amicably. If this is not possible, any discrepancy that may arise between A.C. Cymbron, S.A. and the Client will be subject to the jurisdiction of the Judicial Court of the District of Azores – court of Ponta Delgada.

CLAUSE 12. LEASE VALIDITY

Any and all changes to the terms and conditions of this agreement that have not been agreed in writing will be null and void.

CLAUSE 13. TRANSLATION

The translations of these General Conditions are merely informative and are not legally binding in their entirety, and only their Portuguese version is valid.

CLAUSE 14. PRIVACY POLICY

The processing of your data is carried out in compliance with the legislation on the protection of personal data. The latter, subject to computer processing, will appear in the EASYRENT database(s) and are intended for registration and provision of services hired. Providing them is optional and, under the terms of the law, the right of access, rectification and cancellation of any data that concerns you directly, in person or in writing, directly to the address on the homepage of this website is guaranteed.