

Car Rental Regulations ("Regulations")

effective from 01/11/2023

Introduction

1. Regulations issued by **Royal Classy**, via Della Stampa 47, 07026 Olbia.
("Car Rental") defines the car rental conditions and they are an integral part of the rental agreement ("Agreement"). In the event of a conflict between the Agreement and the Regulations, the provisions of the Agreement shall prevail.
2. Definitions:
 - a) Lessee - a party to the Agreement or a person who made a car reservation;
 - b) documentary form - a documentary form within the meaning of the Civil Code, including in particular e-mails, text messages or recorded telephone conversations.

Lessee and permission to drive the car

3. The Lessee of the car can be:
 - 1) A natural person who meets all the conditions:
 - a) present the Car Rental a valid document: an identity card or a valid passport,
 - b) will present to the Car Rental a driving licence document valid in the EU confirming the possession of the right to drive vehicles in the appropriate category

Car booking and conclusion of the Agreement, Payment

4. The Lessee makes a car reservation, receiving confirmation of the reservation to the e-mail address provided.
5. The conditions for concluding the Agreement by the Car Rental are:
 - a) positive verification of the Lessee's data meeting the conditions set out in point 3;
 - b) acceptance by the Lessee of the applicable Regulations
 - c) in the case of payment by bank transfer - crediting the transfer amount to the Car Rental's bank account.
6. The Agreement is concluded by signing it by the Lessee and the Car Rental's representative.
7. Payment can be made:
 - a) In cash,
 - b) By debit or credit card,
 - c) By transfer to a bank account.
8. Payment by card or cash is made at the time of handing over the car and signing the rental agreement,
9. In the case of booking a car 14 days before the rental period, an advance payment of 30% of

the value of the contract is required, payable to the bank account Royals Classy , Via Della Stampa 47, 07026 Olbia no. **IT13L0306972148100000069464**

SWIFT: BCITITM1539 In the event of resignation from car rental within 48 hours, the advance payment is returned in full to the Lessee's account within 5 working days.

Lessee's obligations

10. The Lessee receives a car that is operational, in a condition that allows its proper operation and is clean and undertakes to use it with due diligence and return it in the condition it was in at the time of its release, with the same level of fuel, keys and equipment. The car is equipped with a GPS tracking device.
11. The Lessee is obliged to use the car in the manner specified in the Agreement and corresponding to the properties and purpose of the car, and they also undertake to:
 - a) lock the car and secure documents and keys outside it,
 - b) perform current, basic car inspections at their own expense, including in particular checking and replenishing engine oil, fuel, windshield washer fluid, cooling fluid, brake fluid, AdBlue fluid and checking the correct tire pressure and operation of lights,
 - c) use the correct fuel as indicated at the fuel filler.
12. The cost of fuel used during the rental, operating fluids and repair of damaged tires is covered by the Lessee.
13. If the Lessee uses the car contrary to the Agreement or its purpose, and also when the circumstances give rise to a reasonable suspicion of its theft or misappropriation, the Car Rental may terminate the Agreement with immediate effect.
14. It is forbidden to smoke tobacco products, electronic cigarettes, consume alcohol, take drugs in the car and transport animals outside of a specially designated own container.
15. It is forbidden to remove or cover markings on the car, including the Car Rental's company ones, unless the Car Rental agrees to it in writing or to the e-mail address indicated by the Lessee.
16. The payment of all tickets, fines, parking fees, motorway fees and other charges for the use of road infrastructure, as well as private and public law liabilities resulting from the use of the car is the responsibility of the Lessee, unless the Lessee proves that they are not responsible for the payment of this type of amounts. The Lessee is obliged to return to the Car Rental the amounts that the Car Rental paid in connection with the Lessee's breach of the obligation specified in the preceding sentence.

Car return

17. The Lessee is obliged to return the car at the place and time specified in the Agreement. With the prior consent of the Car Rental and for a fee, the Lessee may return the car in a different place than specified in the Agreement.
18. Delay in returning the car up to 30 minutes does not result in additional charges. Returning the car after this time results in charging a contractual penalty in accordance with point 34 let. g)
19. A car not returned on time is reported to the Police as stolen or misappropriated. The Lessee is obliged to pay the contractual penalty and fees in accordance with point 30 g).
20. In the event of a delay in returning the car without the Car Rental's consent, the Car Rental is entitled to collect the car from any place and to charge the Lessee with the full costs related to this collection.
21. The car may be returned, subject to reservation, only to the Car Rental's representative. The return of the car is confirmed by the acceptance protocol signed by the representative of the Car Rental and the Lessee. If the Lessee is absent at the agreed place and date of return, the Car Rental may unilaterally collect the car.
22. In the event of returning the car in the absence of the Car Rental's representative in a place other than the rental point agreed with the Car Rental (e.g. car service), the Lessee shall return the car keys and documents to the person indicated by the Car Rental. In this way, the Lessee accepts the Car Rental's unilateral collection of the car by signing the car collection protocol by the Car Rental's representative.

Failures, damage, car theft

23. The Lessee shall make the car available for inspection at the place and time indicated by the Car Rental.
24. In the event of a breakdown or malfunction of the car, the Lessee is obliged to immediately notify the Car Rental. The Lessee has no right to make repairs and towing the car without the consent of the Car Rental under the pain of covering their costs. If the car is left unserviceable or damaged due to the fault of the Lessee outside the place of return indicated in the Agreement, the Lessee bears the cost of towing it.
25. The Lessee has no right to use the rented car for towing.
26. In the event of theft of the car, damage, collision or accident, the Lessee is obliged to immediately notify the Car Rental of the event by telephone **00393496491443**.
27. The Lessee is also obliged to cooperate with the insurance company and the Car Rental to the

extent necessary to settle the damage, in particular to provide a written description of the event, copies of documents required by the insurance company, including, for example, a statement of sobriety at the time of the event or a statement by the perpetrator.

28. In the event of the theft of the car, the Lessee is obliged to immediately return the keys and documents of the car to the Car Rental.
29. The Lessee is responsible for the damage caused by the loss of the vehicle, unless they prove that they are not at fault for it.
30. In the event of a breakdown or immobilization of the car, the Car Rental shall provide the Lessee with a replacement car within 12 hours from the moment of informing the Car Rental. The Lessee does not pay the rent for the period of waiting for a replacement car.
31. A replacement car is not available in the case of:
 - a) loss or destruction of car keys;
 - b) damage to the car due to the fault of the Lessee;
 - d) parking damage and acts of vandalism, unless they prevent the use of the car and the Lessee is not responsible for their occurrence;
 - e) tire punctures/tyre damage.

Lessee's liability and contractual penalties

32. The Lessee shall pay the Car Rental the contractual penalty specified in these points, unless they prove that the event occurred for reasons for which the Lessee is not responsible.
33. Contractual penalties:
 - a) returning a dirty car (inside or outside) 50 €
 - b) loss or damage to the car key 300 €
 - c) loss of registration plate, 100 €
 - d) smoking tobacco, electronic cigarettes, drinking alcohol, taking drugs in the car 150 €
 - e) transporting animals outside a specially designated own container 100 €
 - f) return of the car with permanent (i.e. not removable under standard cleaning procedures used in professional car washes) stains on the seats, upholstery, in the trunk 150 €
 - g) non-contractual use of the car- the value of the daily rate specified in the Agreement plus 30€ for each commenced day
 - h) loss of warranty for the car due to the Lessee's fault, repair without the Car Rental's consent 500 €

- i) refuelling the car with the wrong type of fuel 500 €
 - j) dismantling, replacing parts of the car or making modifications without the Car Rental's consent 600 €
 - k) travel abroad without the Car Rental's consent, travel outside the continental part of foreign countries 500 €
 - l) driving the car by a person who is not indicated in the rental agreement 400€
 - m) replenishment of the missing fuel to the original amount for each litre of fuel (the penalty covers the flat-rate cost of purchase and replenishment of the missing fuel) 3€
 - n) tire punctures/shopping a new tire 50€
34. The Car Rental has the right to claim supplementary compensation on general terms if the amount of damage exceeds the due contractual penalty.
35. The Lessee is liable up to the full amount of the damage if the damage was caused by their intentional act or omission or gross negligence, including:
- a) driving a car while intoxicated, under the influence of drugs or other intoxicants, or without a valid driving licence;
 - b) escape from the scene of an accident or collision;
 - c) failure to comply with the obligation to return the car documents or a set of keys after the loss of the car or failure to comply with other obligations required by the insurer resulting in refusal to pay compensation or inability to apply for such compensation;
 - d) exceeding the permissible speed and load capacity, or other violation of traffic regulations in force at the place of the collision or road accident;
 - e) participation in competitions, rallies, races, shows and other such events;
 - f) using false data or documents to rent a car;
 - g) use of the car by a person other than those indicated in the rental agreement.
36. In particularly justified cases, the Car Rental has the right to withdraw from charging, in whole or in part, the contractual penalty or additional fees.

Final Provisions

37. Complaints should be sent to the Car Rental's address from point 1 or by e-mail: **info@royalsclassy.com** The complaint will be considered within 30 days from the date of its receipt by the Car Rental, and the Lessee will be informed about the method of considering the complaint in the form in which the complaint was received.
38. An amendment to the Agreement or its termination requires a written or documentary form.
39. The administrator of personal data is the Car Rental Royals Classy.
40. The Regulations and the Agreement are governed by Italian law. Any disputes arising

in connection with the Agreement will be resolved by the court competent for the seat of the Car Rental, except for cases where the party is a consumer or a natural person concluding the Agreement directly related to its business activity, when the content of this Agreement shows that it has no of a professional nature, which will be decided by the court of general jurisdiction.