

GENERAL RENTAL INFORMATION

Our rates include:

Unlimited mileage (except when indicated differently), VAT (18%), theft and damage penalty reductions, road tax, preparation of the vehicle, registration fees.

Our rates do not include:

Total elimination of Damage and Theft penalties, fuel, refuelling service charge, fines, optional clauses (Car Protection Plus, Pai Plus, Super Gold Protection and Road Assistance Plus), extras, supplements, and additional service in case of fines, vehicle traffic congestion charge (CVA), parking tickets, and any other penalty or charge issued by the Authority related to the vehicle circulation, and anything not expressly included.

IMPORTANT INFORMATION

Driving on unpaved roads is strictly forbidden. If customer does not wait for the checking of the car in his presence at the end of the rental, he will be held responsible for any damages occurred when our local staff collect it. Moreover, an out of hour fee will be applied.

Renter shall not either use and/or drive the vehicle and/or allow it to be used or driven beyond the limits of the Island of Malta, with the exception of travelling to Gozo Island.

The maximum permitted length of a rental is of 26 days after which the customer must return to the pick-up office to close the rental agreement and open a new one.

Minimum and maximum age:

For the rental of vehicle belonging to groups A/A2/B/C/D/F/M1/N/N1/N2/S/G/J/P/U, the minimum driver's age is 21 years (he must have a driving licence issued for 1 year minimum) provided that the payment of a daily supplement called "young driver" has been applied. The cost of the "young driver" supplement is of **€ 30,00** per day vat included. The drivers whose minimum age is of 25 years old can rent the vehicles belonging to car groups A/A2/B/C/D/F/M1/N/N1/N2/S/G/J/P/U without paying for the above "young driver" supplement.

For all car groups, the maximum age permitted is **75 years old**.

Required driving licence validity + original ID document

For the rental of vehicles belonging to groups A/A2/B/C/D/F/M1/N/N1/N2/S/G/J/P/U the driver must have held a valid driving licence for at least 1 year and 1 day.

Together with the driving licence, the driver must be in possession of an original and valid Identity card and/or passport. If even one of the two above requested documents is missing it will not be possible to deliver the booked vehicle.

Some further requirements for the driving licence:

- the driver must always be in possession of the original driving licence;
- the driving licence must be valid upon pick up of vehicle and its expiry date must be later than the drop off date of vehicle;
- no cancellations must be present on the driving licence;
- no amendments and/or adjustments are allowed unless they are certified (with date and stamp) by an appropriate Authority;

- the driving licence must include the driver's photo and signature,
- to drive in Malta, all driving licences issued by countries member of the European Community are valid but the driver must be in possession of a valid passport as well;
- as far as concerns all driving licences issued by any country not member of the European Community, the driver must be in possession (together with the driving licence, of course) of a proper International Driving Permission whose validity is of 1 year so it needs to be in regular course of validity;
- all driving licences reporting non-latin characters (e.g. arabian, chinese, japanese, cyrillic and so on) are not accepted unless they have been translated by the Embassy or Consulate in latin characters;
- in no cases will military driving licences, temporary driving licences, copies of driving licences be accepted.

Insurance

Our rates are inclusive of a maximum of € 5.000.000,00 per single accident covering public liability, animals and property.

Method of payment + Deposit on customer's credit card

For the rental payment, the driver must be in possession of a valid non-electronic and non-prepaid business credit card registered under his name upon pick up of vehicle. In case of missing credit card with these requirements, it will not be possible to enter the rental agreement and deliver the vehicle. Moreover, it is necessary that the driver's credit card has enough credit to cover the amount which will be frozen on it as a warranty upon pick up of vehicle. We accept international American Express, Visa/Mastercard. No cash deposit or cheques will be accepted. In addition to the rental cost, the Lessor asks a precautionary deposit as a warranty through a pre-authorization on the credit card.

The deposit is calculated as follows: rental costs (when not prepaid) + an amount (see the chart below) which depends on the category of the chosen vehicle and the possible purchase of the additional discretionary cover "Car Protection Plus" or the additional discretionary cover "Super Gold Protection". The deposit is a warranty for the payment of the rental cost (when not prepaid), as well as possible extra costs deriving from the rental (eg. Damages, fuel).

The deposit is never meant as a limitation of the customer's liability.

Method of payment + Deposit on customer's debit card

The rate includes: Car Protection Plus, PAI Plus, RAP (Road Assistance Plus).

The type of cards accepted (debit, prepaid and cash cards) must be registered under the main driver's name and meet the following requirements:

- The cards must be registered under the main driver's name (except the cash card).
- Debit and cash cards must report the IBAN number (if IBAN is not reported on them, customer must provide the code at the beginning of the rental).
- Debit, cash and prepaid cards must have a microchip and a Pin code.
- If the card reports the driver's name on it but has no chip and the POS reads the magnetic tape, the card can be accepted provided that the name of the customer is always shown together with the "Debit" logo.

For rentals with debit card, our desk representatives can ask the customer his/her flight/sea voyage ticket.

The card used for the payment must have enough plafond to cover the rental price and the precautionary deposit.

Renting by a debit card involves a charge for the necessary amount. As soon as the vehicle is returned, unless a partial or the whole charged amount needs to be kept, the deposit will be released, through a

POS cancellation or, if not possible, through a money transfer done by the representative within 10 working days.

Providing Your Iban and Bic codes is necessary in order to give back your deposit.

€ 25,00 VAT included will be deducted from the refunded amount as a service charge for bank transfers to Italian or European IBAN codes and extra European bank transfers.

Considering the economic value of the vehicle and the limited amount of the card plafond of the customer, the delivery of the vehicle could be subject to the incontestable discretion of the desk representative.

For anything not explicitly disciplined by these specific rental conditions on the “Debit card”, please refer to the Terms and Conditions and to the General Rental Conditions available on our website www.sicilybycar.mt.

For more information regarding the deposit, please contact **+356 99217673**.

Deposit without Car Protection Plus/ Super Gold Protection			Deposit with Car Protection Plus		
A- A2 - B - C - M1 - D	F - J - N - N1 N2 - S	P - G - U	A- A2 - B - C - M1 - D	F - J - N - N1 - N2 - S	P - G - U
€ 1.000,00	€ 1.350,00	€ 2.200,00	€ 200,00	€ 300,00	€ 400,00

Deposit with Debit Card Package		Deposit with Super Gold Protection		
A- A2 - B - C - M1 - D	F - J - N - S	A- A2 - B - C - M1 - D	F - J - N - N1 - N2 - S	P - G - U
€300,00	€ 500,00	€ 200,00	€ 200,00	€ 200,00

Fuel and Refuelling Charge

All vehicles are delivered with a full tank of fuel (unleaded gasoline or diesel). Should the vehicle be returned without a full tank of fuel a charge of **€ 29.50** VAT included refuelling service will be applied for each vehicle in addition to the cost of the missing fuel.

Out of hour fee

For all picks ups outside the regular working hours (8,00 – 22,00) will generate the following “out of hour charge”:

from 22,01 am to 23,59 am € 37,00 VAT included;
from 00,00 am to 07,59 am € 83,00 VAT included

In case of “out of hours” reservation, customer is obliged to forward his mobile phone and all details of the flights.

Late returns:

For vehicle drop offs, a maximum tolerance of 59 minutes is allowed after which 1 extra day rental will be charged.

ACCESSORIES

All accessories are optional and must be considered on request and subject to confirmation.

BABY SEAT

CAR GROUPS	COST VAT INCLUDED
ALL CAR GROUPS	€ 40.00

Extra drivers

For each additional driver, a supplement of **€ 13,00** VAT included per day must be paid locally upon pick up of the vehicle. A maximum of 3 drivers (including the main driver) is allowed per rental.

Oil and Maintenance

Any expenses for engine oil will be reimbursed upon delivery of a regular receipt made out to the Lessor. No other types of expenses will be reimbursed without prior authorisation from our desk staff.

PRIORITY CHECK IN

Customers who want to skip the ordinary queue and get the car quickly can choose for the “Priority Check In” service at the cost of **€ 18.00** VAT included (to be paid locally). In this case, the reservation must contain the following details: exact customer’s name and surname (which must be the same reported on the driving licence); driving licence number; driving licence date and place of issue; driving licence date of expiry; a valid and regularly reachable phone contact.

Type of vehicle

Although the Lessor endeavours to deliver the vehicle requested by the client, a specific car model cannot always be guaranteed. In the case that the booked car group is not available, another vehicle of a higher category will be delivered without any extra charge.

Fines and parking tickets payment

Customer is responsible to pay all fines before the departure. For any fines paid through the Lessor customer will be responsible to pay for an administration fee of **€ 47,20** VAT included.

At the end of the rental period, if customer provides a proof of the payment of the traffic fine no amount will be charged by the Lessor (traffic fines may be paid at any Local Council Office or online at <http://www.les.gov.mt>).

Please be also informed that all vehicles that enter into Valletta will incur a CVA (Controller Vehicular Access) charge on hourly basis; in this case customer will be responsible to pay for an administration fee of **€ 35,40** VAT included and the cost of CVA (these can be prevented by parking the car outside Valletta and/or the CVA zones).

No Show

In case client does not pick the vehicle up within 2 hours from the original pick up time reported on the reservation, the vehicle may no longer be available at his arrival unless he has communicated, when booking, the arrival flight number and a working and regularly contactable mobile phone

24 Hours Assistance

In case of accident or breakdown of the vehicles, client must contact our 24 hours Assistance at the following telephone number **+356 77131071**.

In case of any damage causing the breakdown of the vehicle, as per the articles 1561, 1562 and 1563 of the Civil Code, the Customer will be charged for the tow truck service fee of **€94.40** VAT included, or **€177,00** VAT included plus ferrycosts for towing service in Gozo Island, except in case he has subscribed the optional "Road Assistance Plus" clause.

If, after having requested a tow truck, the vehicle is not towed away, either by choice or by fact related to the Renter, this latter will be charged with 50% of towing service expenses.

Cross border information

Our vehicles can be driven only in Malta; customer full acknowledges that the vehicle must be returned in Malta airport location. One-way rentals also with Gozo are not available therefore customer will be considered solely responsible to pay for the all the expenses to recover the car.

It is strictly forbidden to drive the vehicles in a country other than Malta and Gozo Island.

In case of theft and/or accident and/or damage of any kind occurred in the above mentioned non-authorized countries, the driver will be held totally responsible for any event even if he has undersigned the Car Protection Plus and/or Pai Plus or Super Gold Protection clauses and is obliged to hand out a written and detailed report regarding the event anyway.

Check Out sheet

The customer is obliged to check carefully the conditions of the vehicle before leaving the parking area. Should the client notice any difference regarding the condition of the vehicle upon signing the rental agreement, he must immediately inform the desk staff. The customer will not be able to complain about any difference on the condition of the vehicle he will notice after signing the rental agreement and the Check Out sheet and after the delivery of the vehicle as he will be deemed the solely responsible for them. Any complaint arising from such matters will not be accepted.

No smoking vehicles:

It is strictly forbidden to smoke in the vehicles: a smoking fee of **€ 29,50** VAT included will be applied.

It is absolutely forbidden driving on unpaved roads

Customer is totally responsible for any damages occurring to the vehicle due to driving on unpaved roads, even in case of subscription of Car Protection Plus and/or Pai Plus or Super Gold Protection.

Pets on board

No pets on board of the rented vehicle are allowed , except guide dogs.

CUSTOMER'S RESPONSIBILITY IN CASE OF DAMAGES AND THEFT OF THE RENTED VEHICLE

MAXIMUM CHARGES (TLW/CDW PENALTIES)

Theft/Fire penalty

in case of theft/fire, customer will be responsible for the here below TLW penalty up to the maximum charge, determined considering the category of the rented vehicle. (see the charts below)

Car Groups	Amount VAT included
A/A1/A2/B/C/M1/D	€ 1.652,00
F/J/N/N1/N2/S	€ 1.888,00
P/G/U	€ 2.950,00

Damage Penalty

In case of damages occurring to the vehicle, customer will be responsible for the here below CDW penalty up to the maximum charge, determined considering the category of the rented vehicle. (see the charts below)

Car Groups	Amount VAT included
A/A1/A2/B/C/M1/D/	€ 1.062,00
F/J/N/N1/N2/S	€ 1.416,00
P/G/U	€ 2.596,00

The penalties for theft/fire and/or damage are considered per single event. In accordance with the provisions the articles 1561, 1562 and 1563 of the Civil Code, the Customer undertakes to indemnify the Lessor for any damage for any reason occurring to the vehicle, unless he can prove that the damage happened for reasons not attributable to the Customer himself.

The rental agreement contains specific information about the rules regarding the responsibility in using the vehicle. Among these pieces of information, it is particularly important the compliance to the rules about the correct and diligent use of the rented vehicle (such as avoiding to drive the vehicle on unpaved roads and sticking to the usual rules of attention and maintenance) as well as the compliance to the traffic rules. In case of any default or breach of such rules, the customer will be deemed solely responsible for any damage occurred, even if Car Protection Plus and/or Pai Plus or Super Gold Protection have been subscribed. In the light of this, for further details, all customers are kindly invited to go through the current General Conditions carefully. We also remind that, in addition to the circumstance clearly stated by law, the exemption / reduction of liability will not be effective in case of malice or through negligence, as per articles 1031, 1032 and 1033 of the Civil Code.

SUPPLEMENT FOR THE ELIMINATION / OF DAMAGE AND THEFT/FIRE PENALTIES

CAR PROTECTION PLUS CLAUSE

Car Groups	Daily VAT included
A/A2/B/C/M1/D	€ 15,00
F/N/N1/N2/S/P/G/J/U	€ 20,00

The customer who wishes to travel without any trouble can exempt himself from the penalties for damage and/or theft/fire by undersigning the Car Protection Plus clause, including it upon booking (please see the special box of the “applicable supplements” in the quotation step).

The Car Protection Plus clause, which is not an insurance, includes:

- total elimination of the damage penalty;
- total elimination of the theft/fire penalty;

The Car Protection Plus clause, which is not an insurance, does not include:

- Loss and/or damages and/or theft of the car papers. In such cases, client will be charged for a supplement of € 64,90 VAT included;
- Loss and/or damages and/or theft of the car keys. In such cases, client will be charged for a supplement of € 285.56 VAT included;
- Loss and/or damages and/or theft of the registration plates (or even just one of them). In such cases, client will be charged for a supplement of € 454,30 VAT included;
- Damages to the vehicle deriving from violation of the Traffic Regulation Code.

It is NEVER possible to eliminate the responsibility regarding damages occurring to all glasswork; wheels; the underside; the roof or hood (if convertible); to tapestry; accessories and interiors of the vehicle; to mechanical parts; damages to the door locks; damages caused by vegetation; damages caused by acts of vandalism, damages caused by negligence and /or carelessness of the driver and/or violation of the traffic code; safety kit; triangle; high-visibility waistcoat.

The damages caused by acts of vandalism are covered only in case customer has signed for both the Car Protection Plus and the Pai Plus clauses or in case of subscription of the Super Gold Protection clause. In such case, however, customer is still obliged to hand out, upon drop off of vehicle, a regular report issued by the Authorities otherwise he will be charged for those damages anyway.

In case of theft of the vehicle, with subsequent finding, in case of damages or missing parts, the Client will still be liable to the Lessor within the TLW penalty limit.

PAI PLUS CLAUSE

The cost of PAI Plus clause, for all car groups is of **€ 12,00** VAT included per day and states the coverage for driver's personal accident as per the limit here below reported:

Please find below our coverages and benefits -

Warranty	Amount in €	Franchise - Duration	
		Franchise	Duration
Death or permanent disability	100.000	Franchise	3%
RSC (reimbursement of care expenses)	10.000	Franchise	2.00
IR (hospitalization indemnity)	80,00 PER DAY	Franchise	7 DAYS
		MAXIMUM COMPENSATION	7 DAYS

Included in the here above maximum rate:	Sub-limit
Reimbursement of travel expenses of the insured party for his sanitary return	€ 800,00
Reimbursement of railway / flight tickets of a family member	€ 300,00
Reimbursement of expenses for the transportation of the insured party's corpse	€ 1.000,00
Reimbursement of expenses of the passengers (further to sanitary return)	€ 800,00

The PAI Plus clause also includes:

- windshield and all glasswork;
- tyres;
- the roof;
- the underside parts of the vehicle.

SUPER GOLD PROTECTION CLAUSE

Prices are shown as follows for the Super Gold Protection clause:

Daily costs VAT INCLUDED

Super Gold Protection

CAR GROUP	1 DAY	2 DAYS	3 DAYS	4 DAYS	5 DAYS	6 DAYS	7 DAYS	8/26 DAYS
A	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00
A2	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00
B	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00
C	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00
M1	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00
D	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00	€ 27,00
F	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00
G	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00
J	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00
N	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00
N1	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00
N2	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00
P	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00
S	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00
U	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00	€ 32,00

As a result of the “Super Gold Protection”, the customer benefits from the same limitations of liability and coverages deriving from the subscription of both “Car Protection Plus” and “Pai Plus”.

Moreover, he/she is exempted from the obligation to refund all the damages occurred to the mechanical parts of the vehicle (except for damages caused by wrong/unclean refueling or freezing fuel) and to the car keys (damages/loss).

DEBIT CARD PACKAGE CLAUSE

Prices are shown as follows for the Debit Card Package clause:

Car Groups	Daily cost VAT INCLUDED
A/A2/B/C/M1/D	€ 30,00
F/J/N/S	€ 42,00

Damages caused by vegetation

Customer will be liable for any damages caused to the vehicle due to vegetation, even if has subscribed the Car Protection Plus and/or Pai Plus or Super Gold Protection clauses, as this can be considered his negligence to drive the car in the countryside or in places where the vegetation can cause scratches and damages to the vehicle.

New damages on the vehicle

If new damages not pre-existing upon pick up are found when checking the vehicle in (drop off), these are quantified by sticking to the SBC Damages Table and to the criteria explained on the relevant Explanatory Sheet (both can be consulted on the website www.sicilybycar.mt and are handed out as a hard copy to the Customer when entering the rental agreement). All damages not reported on the SBC Damages Table will be quantified by the appropriate damage report issued on the basis of the Car Manufacturers' pricelist.

In case of damage or theft (total or partial) occurring to the rented vehicle, client will be liable to pay for an inclusive amount of **€76,70** VAT included as additional service.

Procedure in case of accident

In case of accident, with or without third party, a written and detailed declaration must be handed out according to the rules established by law. In case of accident with a third party, it is absolutely necessary to report registration number, insurance company details, name and surname of the driver and of all possible witnesses, name and surname of the owner of the vehicle (which can be found on the car papers). Such pieces of information as are necessary.

If new damages (not pre-existing upon pick up) are found when checking the vehicle in (drop off) and if these are not covered by the clauses reducing and/or eliminating Customer's liability (Car Protection Plus and/or Pai Plus or Super Gold Protection clauses), the procedure will be the following:

- in case of a damage included in the SBC "Damages Table", the drop off location identifies the damage immediately and jointly with the Customer, quantifies it and proceeds with charging the relevant amount on his credit card;
- in case of a damage not included in the SBC "Damages Table", once it has been identified jointly with the Customer, the drop off location freezes, by way of caution, an amount on his credit card without charging it and waiting for the damage to be quantified by an appropriate damage report. Once the damage report has been issued, Customer will be sent a communication with the documents showing the damage and the relevant quantification. When 5 days have gone by after this communication, the amount quantified by the damage expert will be charged;
- in all cases where it is not possible to identify the damage jointly with the Customer (for any cause due to him) the Lessor freezes an amount on his credit card by way of caution without charging it and proceeds with the quantification of the damage either by the SBC Damages Table or by a damage expert. Customer will then be sent a communication with the documents showing the damage and the relevant quantification. When 5 days have gone by after this communication, the amount quantified by the damage expert will be charged;
- Customer can dispute the damage and/or its quantification. In such cases, the Lessor takes Customer's reasons and gives feedback for them. If Customer's dispute is met, no charge will be made or a refund will be made if the damage has already been charged. If Customer's dispute is received within 5 days after the communication sent to him and containing the charge notice, the file will be temporarily kept in stand-by and no charge will be made until all checks have been completed.

In case Customer reports a claim for accident not caused by him (Accident Report Form –CID- with Customer's signature only), the Lessor will charge him, by way of caution, an amount quantified by the SBC Damages Table or by an appropriate damage report (in case of damages not included in the SBC Damages table) waiting for the file to be completed by the Insurance Company.

In case of insurance compensation, this will be deducted from the amount charged to the Customer. If the damage caused by the accident is attributed to the Customer, then he will also be charged for the damage report cost (in case this has been issued) and for the postal fees.

Only in case a Customer who reports a claim not caused by him hands out also an Accident Report Form –CID- signed by the third party, then he will not be charged for the amount contractually stated as damage responsibility. If the third party's insurance company does not pay the damage because the here above form (CID) results incomplete, inadequate, or the accident results being in contributory negligence or passive, the amount of the damage caused to our vehicle up to a maximum of the damage penalty contractually stated will be claimed by the Lessor.

The Damage Report Form –CID- signed by the third party must be always handed out even if the damages are covered by the subscription of the optional clauses for limitation and/or elimination of liability (Car Protection Plus and/or Pai Plus or Super Gold Protection).



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Sicily by Car Franchise

Road Assistance Plus

The subscription of this optional clause when entering the rental agreement exempts the Customer from paying the tow truck service expenses, provided that the need of the tow truck service is not caused by some event due to malice or negligence. The "Road Assistance Plus" clause eliminates in any case the liability for the tow truck service in case of out of power battery, freezing fuel, wrong/unclean refuelling, loss of keys or forgetting them inside the vehicle.

The "Road Assistance Plus" clause has the following costs:

- **€ 5,00** VAT included per day for all car groups up to a maximum of 10 days (even for rentals longer than 10 days but less than 28 days);
- For rentals longer than 10 days but less than 28 days, **€ 50,00** VAT included for all car groups.

Complaints:

Any complaints must be received by our main office within 20 days after the completion of the rental agreement.

Exclusive relevant Court and Jurisdiction:

For any dispute arising out of this contract, the parties agree that such disputes shall be referred to exclusively to the competent Authorities, Tribunals or Courts of Malta; or, if agreed between the parties, to arbitration proceedings as contemplated by the Arbitration Act (Chapter 387 of the Laws of Malta). The rental agreement is governed by the Maltese law, and therefore such law is to be applied to any dispute arising therefrom.

Notice! Rates and conditions subject to change without prior notice.