

Please Note: Real Lesvos is the trading name of Solves Travel Ltd and Solves Travel M.IKE, and acts solely as an Agent on behalf of owners and other service providers. Your contract for delivery of the service on Lesvos is with the service provider ("Principal").

Name of Service – Vehicle Hire

**Details of Service Provider for Vehicle Hire ("Principal"):**

5 United Car Rental, with address at Kalloni, Lesvos, 81107, hereafter referred to as "the Principal".

Name: Trifon Parmakellis

Email: 5unitedcarrental@gmail.com

Telephone: +30 698 172 2215

**Main (Principal) Terms & Conditions**

**Cancellation**

If a customer requests to cancel a booking, cancellation charges depend upon the reason for cancellation:

1. Due to changes in governmental advice for travel to Lesvos: full refund to customer.
2. Any other reason:
  - a. More than 1 week before Vehicle Hire commences, 10% of total booking price.
  - b. Less than 1 week before Vehicle Hire commences, 100% of total booking price.

The Principal may request the Agent to waive cancellation charges for the customer in extenuating circumstances.

**Payment**

Customer Deposit Due Immediately upon Booking: 10%, or as otherwise advised by the Agent.  
Customer Balance due 1 week before departure, or as otherwise advised by the Agent.

**Main Terms**

- Unlimited Mileage included
- 24-hour roadside assistance
- Additional Driver included
- Child Seats (Available on request) included
- VAT and all taxes included

## **General Principal Terms & Conditions**

### **RENTAL TERMS**

#### **DEFINITIONS**

When you rent with us, you consent to us processing your personal information in accordance with our Privacy Policy. Please enquire at the contact details above to receive a copy of our Privacy Policy. The terms and conditions set out in this document are the Rental Terms.

The Rental Agreement is the document you sign when you pick up your vehicle (generally headed "Rental Agreement") which includes the details of your rental (e.g. length, services taken and an estimate of charges to be paid).

When we refer to the Rental Agreement we mean (1) the signed document, and (2) the Rental Terms,. By signing the Rental Agreement document, you indicate that the summary details are correct as well as your acceptance of these terms. The Rental Agreement begins at the agreed start of your rental period.

The Rental Agreement is made with 5 United Car Rental, all references to 5 United Car Rental "we, "us" and "our" are to that company.

#### **RESPONSIBILITY**

We are responsible to you for providing the vehicle in good overall and operating condition and for replacing the vehicle in the event of mechanical breakdown. Our responsibility covers death or personal injury resulting from our acts or omissions. It does not extend to other losses arising from your rental unless they are a direct and foreseeable result of our negligence or breach of the Rental Agreement. In this case our responsibility to you will not cover loss of profits or loss of opportunity.

You must care for, use and return the vehicle in accordance with the Rental Agreement.

IMPORTANT: You are responsible to us if the vehicle is returned late, lost or damaged, as well as for traffic fines and other charges that arise during the rental.

Please read the Rental Agreement carefully to understand your obligations in full.

#### **PICK UP**

#### **CHARGES**

Your Rental Agreement shows any prepaid sums as well as any charges agreed at the start of the rental which have not been prepaid, and your agreement to pay these and any other charges that arise during your rental.

#### **VEHICLE**

Definition: All references to "the vehicle" in these Rental Terms are to the vehicle we supply to you for your rental, including any replacements, plus all parts and accessories belonging to the vehicle and any additional equipment provided to you, such as child seats, GPS units, DVD players, snow chains, portable WiFi devices etc.

Condition: We will provide a summary of any pre-existing damage at the start of your rental. It is important that you check the condition of the vehicle and compare its actual condition with the VCR before leaving. Any differences must be reported to the location staff so that the condition summary can be updated before you leave the location premises.

Care: You are responsible for looking after the vehicle and reducing the risk of breakdown and damage by complying with our Rental Restrictions (below). You must also make sure you use the correct fuel and check the tyres regularly. If any warning light is displayed in the vehicle requiring you to refill any other fluid such as oil you must refill it as necessary and we will refund the cost of the refill to you on presentation of a receipt.

It is your responsibility to drive and park the vehicle carefully and in accordance with local traffic regulations and in a manner appropriate to the road conditions at the time. You should not rely on any GPS device or satellite navigation as they do not always show the current speed limit or road configuration for any area.

**IMPORTANT:** You are responsible for returning the vehicle in the condition we provided it in, subject to fair wear and tear. You will be responsible to us, to the extent allowed under applicable law, for any additional damage found on return.

**Fuel:** You will need to return the vehicle with the same fuel level as when you picked up the vehicle. The fuel level will be noted on your Rental Agreement. There may be a charge for returning the vehicle with a lower fuel level, both to replace the difference in fuel and for the convenience of having us refuel the vehicle for you. If you are renting a hybrid vehicle we do not guarantee any level of battery charge at collection. Charging is your responsibility whilst you are renting the vehicle and any use of public charge points must be in accordance with their terms and conditions and at your own cost and expense.

### **RENTAL RESTRICTIONS**

**Use:** The vehicle belongs to us and you may not sub-rent, transfer or sell it. You may not use the vehicle:

1. To carry passengers for remuneration (e.g. as a taxi or car sharing arrangement or similar).
2. Off road or on roads unsuitable for the vehicle (including racetracks).
3. When it is overloaded with passengers and/ or baggage.
4. To tow or push any vehicle, trailer or other object (without our express permission).
5. To carry anything which may harm the vehicle (including explosive or combustible materials) or delay our ability to rent the vehicle again (because of its condition or smell).
6. To carry cargo for remuneration (trucks and vans may only carry cargo for personal use unless you have our express permission).
7. To take part in any race, rally or other contest.
8. In restricted areas, including airport service roads and associated areas.
9. In contravention of any traffic or other regulations.
10. For any illegal purpose.

**Authorised drivers:** Unless someone is named on the Rental Agreement, or added later with our express permission, they are not authorised by us to drive the vehicle. Authorised drivers may not drive if they are over-tired or under the influence of any substance that may impair their consciousness or ability to react, such as alcohol, drugs or certain medication.

**Driving abroad and cross-border travel, or transporting the vehicle:** You may only drive the vehicle in the country of rental. If you want to drive the vehicle in any other country you must gain our prior permission and the Cross Border Fee will apply. Transporting the vehicle in any way other than under its own power (including but not limited to ferries, boats, trains, trailers or trucks) is strictly forbidden, unless agreed with us in advance. The agreed maximum geographical area for the vehicle rental is the island of Lesbos, Greece, unless otherwise agreed with us in advance.

**IMPORTANT:** If you do not comply with these Rental Restrictions:

- You will be responsible for any damage, losses and expenses we suffer as a result.
- You may lose the benefit of breakdown products, insurance or waivers of liability.
- You may be required to pay additional charges.
- We may terminate the Rental Agreement and take the vehicle back at any time at your expense, and you will not be entitled to a refund for any unused portion of the rental rate charged.

## **DURING YOUR RENTAL**

### **MILEAGE**

Your rental may be subject to a maximum number of miles included in the rate. If you exceed this mileage then additional fees may apply. See the Charges section below.

### **FINES, TOLLS AND OTHER CHARGES**

You are responsible for all fines, road tolls, congestion charges and other similar charges (including parking fines or charges) incurred in relation to the vehicle during your rental. Some of these will be sent to us for payment, which we will pay and recover from you by way of reimbursement. Alternatively, we may be required to provide your details to the relevant authority or other third party, who will contact you directly.

**IMPORTANT:** In addition to any fine or charge you incur, we may also apply an Administration Fee to contribute towards the time and costs we incur in dealing with these matters.

### **BREAKDOWN**

**Assistance:** If you experience any problem with the vehicle due to mechanical failure or accident you should call Emergency Roadside Assistance (please check the vehicle's key ring, your Rental Agreement or the in-vehicle stickers) and they will arrange help. Although this service is included in your rate, you will be responsible to us for any breakdown call out costs we incur where you are at fault (including, but not limited to, misfuelling or running out of battery charge, lost or locked-in keys). Please note that you must not allow anyone to service or repair the vehicle without our permission.

### **ACCIDENTS**

If you have an accident you agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings. You must also take the following steps:

1. Always:
  - a. Inform the rental location immediately.
  - b. Complete a European Accident Statement and immediately send a copy to the rental location (found on the Rental Agreement).
2. Also, if anyone is injured:
  - a. Report the accident to the local police;
  - b. Do not admit fault;
  - c. Take a note of the names and addresses of everyone involved, including witnesses.
3. Also, if the vehicle is not driveable contact Emergency Roadside Assistance.

### **DAMAGE AND THEFT**

**Responsibility:** If the vehicle is lost, stolen or damaged during your rental, you are responsible for all losses we suffer (up to the full replacement value of the vehicle ) and all costs that we incur unless the loss or damage is directly due to us or we have been reimbursed by a third party or their insurers.

**IMPORTANT:** Your liability to us may include (amongst others):

- Cost of repairs
  - Replacement cost of missing or damaged accessories or parts—
  - Loss of rental income
  - Towing and storage charges
  - Loss in value of the vehicle and/or
  - An administration charge to recover our costs for dealing with these issues and any related claim.
- Security:** You are responsible for the security of the vehicle and should try to minimise the risk of theft or vandalism by parking in a safe place. Always remove valuable items (including any removable radio,

DVD player or NeverLost or other GPS unit) from sight and make sure the vehicle is locked. You must also comply with our return instructions ([click here](#) or see Return below).

Theft: If the vehicle is stolen, you must immediately:

1. inform the local police;
2. call Emergency Roadside Assistance
3. call the renting location

### **Insurance and Waiver Options**

Your rental rate automatically includes Third Party Liability Insurance which protects you and any authorised driver against claims from any other person for death, personal injury or damage to property caused by the vehicle during the rental. In addition (if not already included in your rate) you can choose:

- Optional Waivers such as Enhanced Cover, CDW and TP: to reduce or eliminate liability to us for damage to or loss of the vehicle;

Terms and conditions apply to these products and it is important that you check these. If you accept our optional products you agree to the additional product terms and conditions.

Third party insurance: If you have purchased excess waiver insurance or similar from a third party to cover your liability to us for the excess under our waiver products, you will remain liable to us for any amount due up to the excess and must seek reimbursement from your insurer.

IMPORTANT: To the extent allowed under applicable law, our insurance and waiver products will be void if you breach the Rental Agreement, or if the loss or damage is caused intentionally. Our waivers may also be invalid if the loss or damage is caused by your gross negligence or that of an authorised driver. For full details of exclusions [click here](#).

### **SOFTWARE UPDATES**

Vehicles may contain onboard computers which periodically suggest software updates. You must not update the in-vehicle software at any time unless specifically requested to do so by an 5 United Car Rental representative. If a software update prompt is received during your rental, please ignore this or press cancel.

If you do update the software (other than following the explicit instruction of an 5 United Car Rental representative) this is at your own risk and 5 United Car Rental accepts no responsibility or liability whatsoever including, but not limited to, any loss of use, interruption of service, incompatibility with training materials or otherwise.

### **RETURN**

#### **RETURN PROCEDURE**

Requirements: You need to return the vehicle to the return location by the time stated on your Rental Agreement, or as otherwise agreed with us, otherwise additional charges may apply (see Variations below).

We will tell you where to leave the vehicle at the end of the rental, and what to do with the keys and documents.

IMPORTANT: If you return the vehicle out of hours you will remain fully responsible for the vehicle, including any damage, until we are able to locate it during opening hours.

### **VARIATIONS**

Change to time or location: If you want to change the time or place of return or arrange for us to collect the vehicle, you should contact the renting location via email using the address on your Rental Agreement. Any amendment to the agreed return arrangement is at our discretion and may involve additional charges.

**IMPORTANT:** A change to the Return Time might involve an increase to your rental charges, because a different (current) rate may apply. If you change Return Location we may charge a One Way Fee to cover our cost of returning the vehicle to its original location.

Late return: Your rental charges are calculated in 24 hour periods from the time shown on the Rental Agreement. If you return the vehicle late you enter into a new 24 hour period and will be charged for that and every successive 24 hour period you enter before return at a current, standard rate.

To help you, we typically allow a short 'grace period' to return the vehicle without being charged an extra day.

In certain circumstances, we may also apply a Late Return Charge towards costs we incur if you return the vehicle other than at the agreed time. For details, please [click here](#).

### **CHARGES**

Notification: We will check the vehicle on your return and add any additional charges arising from your use of the vehicle, such as for fuel, vehicle condition/damage/missing accessories and early/ late return, to your invoice.

**IMPORTANT:** Some charges can't be finally determined on return, such as for major or hidden damage or any fines we later receive relating to your rental. We will notify you, by email using the address we hold for you, of any such charges before taking payment when these are identified.

Invoice and payment: We will provide an invoice or Statement of Charges on your return or by email or post. You can also find your invoice on our website by clicking "find my invoice" and entering your details. If you don't pay your charges within the time indicated on your invoice we may charge you the applicable statutory commercial interest on the outstanding charges.

**IMPORTANT:** As agreed in your Rental Agreement, we may take any charges owed by you from the credit or debit card taken at the rental location, without any further authorisation from you.

Your Rental Record/Agreement provides an estimate of the charges applicable to your rental. These charges may typically include the following: <b>COMPULSORY CHARGES</b>	
Rental Rate	The agreed rental rate is shown as a per week or per day amount, includes third party insurance. The rental rate may include Collision Damage Waiver (CDW) and/or Theft Protection (TP).
Mileage	An estimated mileage may also be included in your rental rate. A fee may apply if you exceed this estimate.
Location Service Charge	Charged at certain locations (e.g. airports and railway stations) to reflect the higher cost of providing services from there.
Vehicle Licence Fee	Passes on your share of the charges we incur for keeping the vehicle on the road.
Young Driver Surcharge	May apply if you or any additional driver is under 25 years old.
Cross-Border or Geographical Fee	Applies if you drive the vehicle outside the country of rental. Please note that you must seek our prior permission to drive the vehicle across country borders and failure to obtain our permission may result in additional fees and charges being applied and/or insurance and/or waiver products being invalidated. Note that if the vehicle is taken outside of the island of Lesvos, Greece, extra Geographical Fees may apply.
<b>OPTIONAL PRODUCTS AND SERVICES</b>	
Additional Driver	We may apply a fee for each additional driver added to your rental to cover our additional insurance costs.
One Way Fee	May apply if you return the vehicle to a location different from the start location. You will be advised at the time of reservation if your journey is permissible.
Delivery & Collection Charges	May apply if you request that your rental vehicle is delivered to or collected from a location other our rental location.
Insurance & Waiver Options	The Rental Agreement will show if our insurance and waiver options have been accepted or declined by you or are otherwise included in your rate. We also show the per incident excess applicable to Collision Damage Waiver (CDW) and Theft Protection (TP) and the full charge for the agreed rental period, inclusive of tax.