



TERMS AND CONDITIONS

1. Your contract with us

When you sign the Rental Agreement form you accept the conditions set out below. Read this carefully.

If there is anything you do not understand or do not agree with, please ask.

2. Definitions

HIRER:

the person(s) who drive the vehicle(s).

CUSTOMER:

the Person(s) paying for the hire.

OWNER:

The Jolly Mile Sotogrande SL

3. Price

The total rental price is established according to the General Tariff valid at the time of rental, according to the selected rate. This price includes, in addition to the lease of the vehicle subject to this contract, the cost of compulsory insurance of third party liability for the circulation of motor vehicles according to regulations approved in the Royal Decree 1507/2008 of September 12 according to current legislation, the extension of this Third Party Liability up to € 50,000,000, insurance of the driver, roadside assistance of the vehicle and passengers, coverage of damages in case of theft, fire and breakage of windscreens, and also includes a full tank of petrol and maintenance of the vehicle. You can see the details of insurance coverage, in point 7.2. of this clause, The Jolly Mile Insurance Cover.

4. Return of vehicle

The car will be returned at the end of the rental period by the Hirer or driver to La Reserva Sotogrande or one of The Owner's alternative drop-off points in Sotogrande agreed at the time of the reservation.

5. Fuel

The vehicle will be delivered with a full tank of petrol. Any additional consumption by the Hirer will be to their expense.

6. Kilometres limit.

There is a maximum limit of 100 kilometres per day. The Hirer must communicate immediately to the Owner in case of exceeding this limit. An additional charge will be made of one euro (1.00€) for every kilometre made in excess of this limit.

7. Condition of vehicle

The Owner shall endeavour to ensure that the vehicle is in a suitable condition for use prior to the rental period. The Hirer shall communicate immediately to the Owner of any incident that may occur during the rental period that affects the condition of the vehicle.

8. Driver

The vehicle will not be driven under any circumstances by anyone else other than the agreed driver or Hirer as stipulated in the rental agreement form.

The minimum age of the driver is 25 years and they must have held a valid driving licence for a minimum of 2 years.



9. Accessories: Radio, Hood and Winter cover.

The vehicle is equipped with a detachable Alpine CD, USB and Bluetooth radio, which has a cost of 150.00 euros. When the vehicle is parked, stationary or left alone, the radio must be removed and locked in the back compartment of the vehicle to prevent theft. If the radio is stolen, lost or broken due to negligence of the driver, the cost of a replacement radio will be charged to the Customer.

At the request of the Customer, the vehicle will be provided with or without hood. In the event that the vehicle is provided with the hood, the manipulation or removal of this is strictly prohibited, without the authorization of The Owner. In the event that the Hirer wishes to have the hood removed during the rental period they must communicate it to qualified staff of The Owner to carry out the removal. If the hood is damaged having been tampered with without authorization the Customer will be charged for the repair with a maximum value of 700.00 euros.

The vehicle may be provided with a protective winter cover for long term rentals. It is advised that the Hirer make use of this and covers the vehicle during periods when the vehicle is stationary for extended periods of time, such as night, or alternatively in the event of adverse weather conditions (strong winds, rain, hail, etc.).

10. Picnic

If the Customer has chosen The Jolly Picnic discovery package, a picnic will be provided together with the delivery of the vehicle, consisting of products supplied by an external provider. The Owner is not responsible for the content, condition or quality of the products. If any of the products are past their best before dates it should be communicated to The Owner for replacement products or refund to be provided.

11. Disputes

Any dispute arising out of this Agreement between the parties will be settled with express waiver of the corresponding jurisdiction, will be subject to the jurisdiction of the Courts and Tribunals of San Roque.

12. Geographical limit on circulation of vehicle

The use of the vehicle is exclusively for the resort of Sotogrande, with circulation on motorways or toll roads strictly prohibited.

13. GPS

For security reasons, the vehicles are equipped with GPS locators. This GPS data will only be accessed by the Owner in the event of the vehicle exiting the geographical limits, or failure to return the vehicle at the agreed drop off time. By signing the rental agreement form the Hirer accepts that the location of the vehicle may be traced by GPS.

14. Payment and deposit

Payment methods accepted are: cash, debit or credit card (VISA, Maestro, Mastercard, American Express and Paypal). The card must be in the name of the Customer or Hirer.

Payment by electronic bank transfer is also accepted provided that the funds are received within 48 hours of the reservation.

A deposit of 1,000€ will be frozen on the debit or credit card of the Customer at the delivery of the vehicle. This will be unfrozen upon return of the vehicle after it has been inspected by a member of The Jolly Mile staff and provided that the condition of the vehicle is the same as it was delivered.



THE JOLLY MILE
SOTOGRA NDE

The rental charge does not include:

Child Seat: 10,00 €/day

Child seats are only provided to children with a minimum of 3 years.

An additional charge of 40.00€ will be made for any vehicle collections or pick ups made outside of The Jolly Mile hours of service (10:00 to 20:00).

15. Bookings and Cancellations Online

Reservations paid through The Jolly Mile website may be cancelled online without charge, up to a 48-hour period prior to collection. Cancellations made 24 hours in advance will only be reimbursed 50% of the amount. Any cancellations made less than 24 hours prior to the collection will not be offered any refund.

Important information:

- a. It is mandatory to present the reservation confirmation voucher when picking up the vehicle.
- b. It is necessary to present the passport, ID or NIE, the driving license and a valid credit or debit card when picking up the vehicle. If the card is different from the one with which the Customer paid for their reservation, they must physically show this card at the request of our staff.
- c. If the vehicle is returned more than 59 minutes after the drop off time as per the reservation The Owner reserves the right to charge the Customer a fee of €40.00 per day for the delay plus the amount corresponding to the additional rental days (with a minimum of € 40.00 plus a rental day).
- d. The rental agreement is not necessarily linked to a specific vehicle (make-model, colour, equipment, etc.) but to a group of vehicles with similar technical characteristics.
- e. If the vehicle receives a fine during the period of validity of this contract you will be responsible for the amount of the fine, in addition a charge of € 45.00 as administration cost
- f. If a Customer returns the vehicle without its corresponding documentation, after checking the vehicle, an extra charge of € 120.00 will be made.
- g. The Owner reserves the right to cancel the delivery of the vehicle in case of doubts based on the financial capacity of the Customer or due to a history of unpaid or serious incidents with The Owner.

These specific conditions will prevail over the general ones.



GENERAL CONDITIONS OF RENTAL

1. RENTAL VEHICLE

The Hirer will receive the rental vehicle in suitable working conditions, with all its documents, tires, tools and accessories and the Hirer is committed to looking after them and driving the vehicle complying with the regulations of the Traffic Code, as well as those arranged in these General Conditions. Before leaving with the vehicle, the Hirer is advised to check the status of the vehicle.

2. DURATION OF CONTRACT

The duration of the contract is that stated in the rental agreement form, where the date and hour of pick up and drop off of the vehicle is stated.

One rental day will be for a period of 24 hours (the delivery time and collection of vehicles will be from 10 a.m. to 8 p.m.). The courtesy period in the return of the vehicle will be 59 minutes.

The rental contract may have a maximum duration of 28 days. If the Customer decides to terminate the Contract in advance, the amount corresponding to the days not used for the use of the vehicle (including taxes) will be fully withheld as compensation. Also, if The Owner were to decide to terminate the rental prior to the date indicated in the Contract, the Customer will be entitled to receive the amount paid for the days not used for the vehicle (including taxes), as compensation, unless a valid reason for cancellation exists, such as adverse weather.

3. EXTENSION OF CONTRACT

The Customer is obliged to return the vehicle on the date and time listed in the previous section. If the Customer wishes to extend the rental period, he must go to The Owner to sign the extension. No contract can be extended by telephone, or by any other means of electronic communication. In any case the amount deposited as a deposit may serve for an extension of this. Thus, in the event that the Contract is extended the Customer must make an additional payment for said extension. If the Contract cannot be extended due to the unavailability of vehicles or for any other reason, the Customer must return the vehicle on the date, location and time agreed.

4. CONDITIONS OF VEHICLE ON RETURN.

The Hirer will return the rented vehicle in the same conditions in which it was delivered along with all its documents, tires, tools and accessories, in the place, date and time stipulated in the rental agreement form. At the time of the return, the Customer may request that the status of the vehicle be checked in his presence. This face-to-face verification is subject to the opening hours of the pick-up/drop-off service. The Customer may not modify any technical characteristic of the vehicle, the keys, equipment, tools and / or accessories thereof, or make any modification of its exterior and / or interior appearance. Otherwise, the Customer will bear the relevant expenses to return the vehicle to its original condition without prejudice to the damages caused to The Owner derived from the reconditioning of the vehicle for the time that it had to be immobilized, as well as any others caused to The Owner.

5. EFFECTS OF NON-RETURN OF VEHICLE

The return of the vehicle on a date and time other than that established in the Contract entitles The Owner to collect the amount of the rent corresponding to the additional days for the delay in the return, in addition to an amount as a penalty for the economic damage caused, that amounts to € 40.00 per day of delay. In the event that The Owner is delayed in the delivery of the vehicle of more than 59 minutes from the signing of the rental agreement, the Customer will be compensated in equal amount. Likewise, the return or abandonment of the vehicle in a place other than the one indicated in the Contract, authorizes The Owner to demand:



- i) the amount of the rent corresponding to the extra days necessary for the recovery of the vehicle and its availability for rent;
- ii) In addition, an indemnity of € 40.00 per day will be imposed for the economic damages caused and
- iii) the Customer will be responsible for the costs of transfer / pick-up truck, tolls and custody, when they exist, to the location agreed in the contract for the return of the vehicle.

The Owner reserves the right to bring legal actions that are relevant to any case of disappearance or non-return of the vehicle before the competent authorities, and the Customer will be held liable for the legal consequences that may arise. The unilateral prolongation by the Customer of the duration of the Contract will be considered as an unauthorized use of the vehicle and it will be the responsibility of the Customer for any damage that it presents.

6. PAYMENTS AND PAYMENT METHODS

6.1 Payments:

The Customer agrees to pay The Owner:

a) Charges for vehicle rental, insurance, and taxes determined by the current rate of The Owner (hereinafter, the General Rate) that has been previously notified to the Customer. The application of the initially agreed rate is subject to the return of the vehicle to the place, date, time and condition agreed. Rates may vary depending on the season, so prior to contracting a vehicle, the Customer will be responsible for verifying the rate applied.

b) Any other concepts of application to the Customer, in accordance with the contractual and commercial conditions offered by The Owner.

6.2 Payments as a consequence of inadequate use by the Hirer:

The Customer, after the end of the rental of the vehicle, agrees to pay The Owner the amounts that are a consequence of the following:

a) Charge for 'special cleaning' for the expenses derived from an extra cleaning service as a consequence of the manifestly inadequate condition of the vehicle at the time of its return, with a maximum amount of € 75.00.

b) Charges caused by the loss of documents and keys of the vehicle, and / or delivery, of the set of vehicle keys, in the cases of loss, breakage, or any other situation by which the vehicle is stopped for reasons attributable to the Hirer for an amount of up to € 300.00.

c) The costs of a pick-up truck for the transfer of the vehicle as stated in the cases provided for in the various clauses of this Contract, with an amount of up to € 150.00.

d) Expenses derived from the loss, deterioration or damage to tyres, tyres (including punctures and blowouts), tools, windows, mirrors, accessories, interior of the vehicle, as well as the problems derived from an error in the type of fuel inserted.

e) Tolls, fines, penalties and court costs for traffic violations or laws, regulations or ordinances (including charges for congestion or limitation of wheeled traffic where they exist) incurred by the Hirer for the duration of this Contract that have been satisfied by The Owner.



f) Notwithstanding the foregoing, The Owner reserves the right to make the Customer an additional charge of € 50.00 for the administrative costs incurred as a result of processing and communication costs before the relevant authorities of said acts.

g) The costs of repairing the damage caused to the vehicle in the event of an accident, when one of the following circumstances occurs:

- That the vehicle was not used in accordance with the established conditions.

- That the accident part - either in the form of a 'Accident Form' or 'Loss Report' had not been completed and sent to The Owner within 48 hours, or that it did not conform to the reality of the facts produced.

h) The costs inherent to the 'Administrative and accident processing expenses' in an amount of € 50.00. The amounts derived from such concepts will be charged by The Owner directly to the Customer through the electronic payment system or equivalent used for contracting the vehicle, expressly authorizing the Customer the origin of The Owner to make such charges. In all cases, The Owner will immediately inform the Customer of the charge made and the reasons for it, providing the Customer with all possible information. The amount of the charge made to the Customer for the damages caused to the vehicle will be calculated taking into account the appraisal made by the expert's office external to The Owner. All of the above is applicable without prejudice to a subsequent settlement and adjustment, once a repair budget has been obtained by a workshop or an appraisal carried out by an expert's office, external to The Owner. The Owner also reserves the right to charge the Customer compensation for the loss of profits due to the immobilization of the vehicle as a result of the damages suffered. The maximum responsibility of the Customer will be the value of the vehicle in the market in force at the time of the accident.

6.3 Payment methods:

The credit or debit card with which the reservation was made must be presented by the Owner at the time of delivery of the vehicle. The credit or debit card must be in the name of the person who appears as the Owner of the rental contract.

7. INSURANCE AND COVER

7.1 Mandatory and third-party liability insurance

The rental rates include the cover of the Obligatory Insurance of the vehicle and Third Party Liability for the damages and losses to third parties derived from the use and circulation of the vehicle. These covers are guaranteed and are assumed by the insurer with whom The Owner has agreed the corresponding insurance policy and are subject to the general and particular clauses of this and the law. By signing the rental agreement form the Customer adheres to be insured and covered by the aforementioned policy, whose conditions are available to him/her.

7.2 The Jolly Mile Insurance Cover.

Rental rates include The Jolly Mile insurance cover, which includes;

A. Obligatory Third Party Liability

The Obligatory Third Party Liability insurance covers indemnities for which the driver of the insured vehicle must respond, for damages caused to the persons or property of a third party, derived from events in the circulation of which it is civilly liable.

B. Voluntary Civil Liability, extension of the mandatory up to € 50,000,000.



C. Legal protection and claim of damages.

D. Personal accidents of the authorized driver.

E. Windscreens

When there is an accidental breakage of the windscreen or side windows, through this guarantee, the Insurer will assume the payment for the replacement or repair.

F. Theft

Theft of the vehicle is included when it occurs as a result of the illegitimate or attempted theft of the insured vehicle.

G. Fire

Insured by this guarantee: The repair or replacement of accidentally damaged parts by fire, explosion and lightning strikes, both in circulation and at rest or during transport. Expenses of action of firemen for the extinction of the fire of the vehicle up to the limit of 601 euros.

H. Excess

The Fire, Theft and Windscreens guarantees, include an excess of 30% of the amount of the loss with a minimum of 100 euros. The Owner reserves the right to charge this amount to the deposit placed by the Customer.

I. Exclusion of own damages

Damages to the vehicle where the Hirer is responsible for the accident, are not guaranteed by the insurance policy signed, so The Owner reserves the right to claim from the Customer the amount of the repair of the rented vehicle in an accident of these characteristics.

J. Roadside assistance

The Insurer will provide roadside assistance in the case of a breakdown of the hired vehicle during the rental period.

You can consult the terms, conditions and limitations of each coverage by requesting the general and particular conditions of the insurance policy signed by The Owner.

The Jolly Mile insurance cover will be valid as long as the following conditions are met:

a) That the Hirer, in the event of an accident, sends to The Owner, within 24 hours after the accident, full details of the opposing party and possible witnesses, completing an accident report, in the form of an 'Accident Statement' detailing the registration, the name and address of the opposing party, the circumstances of the collision, a sketch of the accident, the name of the insurer and, when possible, the insurance policy number. This must be signed by the two drivers involved in the accident, or, in case of not having it, the 'Report of Loss or Police Attestation'.

b) That the insurance company does not reject the accident, as a consequence of not driving the vehicle in the physical and mental conditions required by the Traffic Code.



c) That the collision, theft, fire or vandalism did not occur during the course of unauthorized use, such as those listed in point 9 of these general conditions.

d) That the Hirer has informed The Owner of the accident, theft, fire or vandalism of the vehicle within a period of 24 hours after its occurrence, providing the pertinent documentation (part of the accident, complaint to the authorities, etc.).

8. OBLIGATIONS OF THE HIRER IN CASE OF ACCIDENT OR OTHER CIRCUMSTANCES

In case of accident, the Hirer commits to:

a) Obtaining and sending to The Owner within 24 hours after the accident, complete details of the opposing party and potential witnesses, completing an accident report, in the form of an 'Accident Statement' detailing the registration, the name and address of the opposing 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, in case of not having it, the 'Report of Loss or Police Attestation'.

b) Notify the authority immediately if the other party's guilt should be investigated or if there are injured persons.

c) Not abandon the rented vehicle, without taking adequate measures to protect it.

In case of vandalism, fire, theft or disappearance of the vehicle, the Hirer undertakes to immediately inform The Owner of the incident and to present the corresponding complaint to the relevant authorities, a copy of which must be sent to The Owner at the earliest.

9. UNAUTHORIZED USE

It will be the obligation of the Hirer to use the vehicle with due diligence, respecting the motor vehicle traffic regulations and avoiding, in any case, any situation that could cause damage to the vehicle or to third parties. Also, it is the obligation of the Hirer not to allow the driving of the vehicle by any person other than those authorized in accordance with this contract, the Hirer being directly responsible for the cause of any damage or injury caused to the vehicle or to third parties in such a case. Any case that fails to comply with the provisions of these instructions will be understood as unauthorized use. The Hirer will be fully liable for damages caused to internal and external parts of the vehicle due to unauthorized use of the vehicle, in which case it is obliged to pay all expenses incurred in accordance with the provisions of section number 5 of these general conditions. Unauthorized use includes, and is not limited to, the following cases cited by way of example:

a) Push or tow any other vehicle.

b) Circulate through places expressly prohibited by The Owner, such as, for example, motorways and highways, exceeding the limits established in point 2 of the contract.

c) Circulate in places that are not suitable for public transport such as beaches, automobile circuits, forest tracks, etc.

d) Circulation on unpaved roads, or asphalted but with serious deficiencies, which could lead to damage to the underside of the vehicle.

e) Transportation of goods or animals and especially dangerous substances, flammable and / or harmful to the vehicle and its occupants.



h) The transportation of persons or goods that directly or indirectly implies a payment to the Hirer.

i) The sublease of the vehicle.

j) The use of the vehicle in any activity contrary to the law.

k) The transport of a number of people or quantity of luggage greater than that authorized for the vehicle.

l) Any type of manipulation or intervention in the kilometer-reading, having to communicate immediately to The Owner of the malfunction.

m) Transportation of luggage or any item on the vehicle roof even using a suitable device for it.

n) Leaving visible objects in the vehicle that could be stolen with consequent damage to the vehicle.

o) Dirtying the interior of the vehicle beyond what implies a reasonable and careful use.

p) Driving the vehicle in a state of fatigue, illness or under the influence of alcohol, or drugs.

q) Reckless driving or contrary to traffic regulations.

r) Use of the vehicle for driving learning activities in any circumstance and / or teaching of any special skills at the wheel.

s) Driving of the rented vehicle by a person not authorized in the contract either as Customer / s and / or additional driver / s.

t) Use of the vehicle after the rental period has ended.

v) Those produced when the driver is intoxicated or under the influence of drugs, toxics or narcotics, or when the Breathalyzer test performed after a loss indicates a rate higher than that allowed for driving.

w) For all the appropriate purposes, we inform you that, for security reasons, part of our fleet is equipped with GPS locators. The company will only access the location data in case of alert due to disconnection or inhibition of the system, exiting the geographical limits, and / or non-return of the vehicle. The Hirer knows and accepts this circumstance, abstaining in any case from interrupting or preventing its correct functioning.

The unauthorized use by the Hirer will entitle The Owner to terminate the Rental Contract in advance due to culpable breach by the latter requesting, where appropriate, compensation for damages that may correspond.

Notwithstanding, the Hirer will make every effort to avoid driving the vehicle under adverse weather conditions (heavy rains, hail, gusts of very strong winds, etc.), or likewise, under these weather conditions will try to leave it parked under a roof or at safeguarding from these conditions.



10. DRIVING LICENCE

The Hirer must be in possession of the corresponding valid driver's license, with this being directly responsible for the validity and homologation of the driving license and must have been held for a minimum of two years. The minimum age of the Hirer must be 25 years. The Hirer must have a driver's license that is at least two years old, regardless of age.

11. OTHER DRIVERS RESPONSIBILITIES

All Hirers and / or authorized additional drivers will be jointly liable for all the obligations of the Hirer arising from the Contract and the laws applicable thereof.

12. LOSS AND THEFT OF PERSONAL BELONGINGS

The Owner is not responsible for stolen, forgotten or lost items inside the vehicle.

13. DEPOSIT

At the time of signing the Rental agreement, the Customer will be required to place a deposit which will serve to guarantee the general and specific conditions of the Contract. Said amount will be returned once the vehicle has been returned and after the appropriate checks of the vehicle's condition and compliance with the general and specific conditions of the Contract. For this it may be necessary to retain the deposit up to a maximum of 30 days after the return of the vehicle.

14. OBLIGATORY CHILD SEATS APPROVED FOR CHILDREN

In the case of use of the vehicle for the transport of children over three years or not exceeding the height of 150 centimetres, the Customer/Hirer must inform The Owner to provide the corresponding mandatory child seats approved according to the weight and size of the child or person who must use it. The installation of this will always be the responsibility of the Hirer.

15. TREATMENT OF PERSONAL INFORMATION AND DATA

For the purposes of the regulations in force regarding the protection of personal data and services of the social information and electronic commerce, The Owner informs you that your personal data will be incorporated into an automated data file of a personal nature created and under the responsibility of this company, with address in Malaga, Calle Armengual de la Mota, n° 27, 4th floor (29007), in order to manage the rental services of contracted vehicles, as well as to maintain promptly informed of all those offers, products and promotions, own or of third parties, that may be of interest, either by email, or by any other equivalent mode. In the case of commercial communications through email or equivalent means, you grant your express consent for the sending of advertising through such means. Said consent may be revoked at any time by written request addressed to the address indicated above or by email to the address info@thejollymile.com.

Similarly, your data may be transferred to other companies in the transport and tourism sectors that collaborate now or in the future in the activities carried out by The Owner to develop promotional activities. Additionally, your data may be transferred to insurance companies for the management and processing of claims that occurred during the rental period. Finally, we inform you that you can exercise your rights of access, modification or cancellation by means of a written request addressed to the Dept. of Customer Services, The Owner at the above address.

16. USER SUPPORT

For any request for further information or to submit any suggestion or complaint, you can contact The Owner at the email address info@thejollymile.com.

17. APPLICABLE LEGISLATION AND JURISDICTION

This contract will be governed and interpreted in accordance with Spanish laws. The Owner declares its intention to resolve any difference in an amicable manner. If this is not possible, any dispute that may arise between the parties shall be submitted to the Courts and Tribunals of the city of San Roque.