

OUR GENERAL TERMS AND CONDITIONS

1. PURPOSE OF THE VEHICLE

Platinumcars Alicante (lessor) provides the vehicle to the lessee in perfect condition, complete with all necessary documents, tires, tools, accessories, and safety equipment. The lessee agrees to maintain the vehicle and drive it in compliance with traffic regulations.

2. TERM AND RETURN OF THE VEHICLE

The contract duration is as agreed upon and stipulated. However, if the lessee wishes to extend the contract period, they must inform the lessor before the term expires and obtain prior consent from the lessor, subject to vehicle availability. The lessee must return the rented vehicle, along with all its documents, tires, tools, safety equipment, and accessories, on the specified date and location. Non-compliance with this clause grants the lessor the right to legally demand the return of the vehicle.

3. VEHICLE USE

The vehicle may only be driven by the lessee and any designated additional drivers. Drivers must hold a valid driver's license appropriate for the vehicle and must have held the license for at least TWO YEARS.

The lessee must use the rented vehicle under the following conditions:

- The vehicle may not be used to push or tow another vehicle or trailer.
- No modifications may be made to the rented vehicle, such as attaching roof racks, luggage, or goods to the roof.
- The vehicle may not be used for sports events, training of any kind, or testing automotive materials, accessories, or products.
- The vehicle and any of its components or tools may not be transferred, sold, sublet, mortgaged, or pledged.
- The vehicle may not be used under the influence of alcohol or drugs.
- The vehicle may not be driven outside the mainland territory of Spain.
- The odometer may not be tampered with or unsealed. Any damage to the odometer must be reported by the lessee. Mileage will be measured using the odometer or maps in case of failure.
- Each vehicle is equipped with a tracking system.
- The lessee must stop and immobilize the vehicle if a malfunction is detected or if a warning light indicates an issue. The lessee must immediately contact the lessor.
- The rented vehicle may not be used for transporting passengers or goods for commercial or industrial purposes if this is not its intended use.
- Commercial vehicles may not be used to transport goods classified as special under current transportation regulations.

5. PAYMENT BY THE LESSEE

The lessee agrees to pay the agreed total rental price to the lessor. This price includes amounts established for time and mileage, if applicable, whether contracted fuel, spare parts, insurance, and applicable taxes. The originally agreed rate is contingent on returning the vehicle to the agreed location. The lessee agrees to pay the lessor for any damage to the vehicle and costs associated with using the wrong type of fuel. The lessee must replace any element of the vehicle damaged or lost due to their fault, subject to mutual agreement and approval by the lessor. The lessee must pay the required deposit to cover potential liabilities and generally reimburse all expenses incurred by the lessor due to the vehicle's use by the lessee, legally attributable to them. Costs incurred by the lessor to recover any of the above payments will be charged according to Spanish law. The lessor reserves the right to cancel vehicle delivery if there are legitimate doubts about the customer's financial solvency or due to a history of non-payment or severe incidents with SILCARS.

6. MAINTENANCE AND REPAIRS

The lessor assumes normal mechanical wear and tear on the vehicle. Any repairs performed by the lessee must be pre-approved by the lessor, and the corresponding invoice addressed to the lessor must be presented for reimbursement. If no agreement exists between the lessor and lessee, the costs are not covered by the lessor.

7. INSURANCE, ACCIDENTS, AND THEFT

The lessee and authorized drivers are included in the unlimited civil liability insurance taken out by the lessor. In the event of an accident, the lessee must immediately notify the lessor of any incidents and complete an accident report with all details of the other party and any witnesses. Photos should be taken as evidence and sent immediately to the lessor. Relevant authorities must be notified if any party is injured. In the event of an accident, as far as possible, the lessee must not leave the rented vehicle without taking precautions to protect it. In case of theft, the lessee must file a police report and send a copy to the lessor. The lessee can contact the lessor by phone or email.

Theft and loss of personal belongings

The rental company is not responsible for personal belongings stolen, damaged, forgotten, or lost in the vehicle, nor for expenses incurred due to resulting damage.

JURISDICTION

In case of any dispute between the parties, they agree to submit to the competent courts by law.

DATA PROTECTION

Controller: Platinumcars Alicante, Sharon Geurts-Krijthe in Alicante

Legal basis: Necessary for the execution of a contract and pre-contractual measures.

Purpose: To provide the contracted service.

Rights: Access, rectification, opposition, deletion, limitation, and portability. Requests must be submitted in writing to the above address, accompanied by a copy of your NIF/NIE or passport. Complaints can also be filed with a supervisory authority.

Recipients: Predicted sharing and/or transfers of personal data for contracting IT services for cloud services, communication platforms, and related services.

Retention: As long as the relationship between the parties is maintained or during the years required to comply with legal obligations, without prejudice to the exercise of rights granted to you as the data subject.