

General rental conditions

This contract represents a summary of the main provisions of the General Rental Conditions that together with the rental agreement signed by the Customer, constitute the exclusive source that regulates the contractual relationship between the rental company Rome by Vespa via Giuseppe Ravizza 42 Roma (RM) and the customer or their Affiliates.

1. SECURITY OF THE VEHICLE

Driving the vehicle and / or motorcycle subject to leasing is only permitted for persons with a valid driving license of type "A1" "A2" "A3" and "B".

The following minimum age is required:

- "A1" - 16 years for motorcycles up to 11 kW - "A2" - 18 years for motorcycles up to 35kw and "A3" 24 years for motorcycles over 35kw.

- "B" - 18 years - only for novice drivers, vehicles up to 55 KW - after 01 year of the license of "B" all types of vehicles up to 9 seats.

- "B" - 18 years for all types of trucks up to 35q.

The vehicle and / or motorcycle is entrusted to the Customer on the assumption that he / she uses it by conducting it personally.

The Customer assumes all risk or liability in case of entrusting the vehicle and / or motorcycle driving to third parties, and also to the effects of art. 116 paragraph 12 of the Highway Code (D.L.285 / 92), concerning the assignment of the vehicle and / or motorcycle to a person without a driving license or, in any case, not authorized by the rental company.

The Customer may inform the Rental Company from whom he has rented the vehicle and / or motorcycle the name of any other persons who may drive the vehicle and / or motorcycle, which will be authorized later upon presentation of the right driving license (driving license). For every other authorized guide a daily supplement is required, the amount of which is equal to 50% of that described for the type of vehicle and / or motorcycle already rented. For particular groups of vehicles in particular areas, it may be required, at the discretion of the Rental Company, to hold two Credit Cards.

2. HIRE PAYMENT

With Credit / Debit Cards, subject to the issue of a specific authorization from the issuing Institute; and / or cash. At the time of payment, the Customer authorizes the rental company to block an amount equal to € 500 as a security deposit by credit / debit card: the security deposit has a deductible value. The client of a financial credit card authorizes the Rental Company to debit on its account all the charges against him with title from the rental relationship, including those that may be necessary for the recovery of any kind of credit claimed by the Rental Company in the comparisons with the customer in relation to the rental relationship.

The credit / debit or prepaid card on which the credits claimed by the rental company will be charged is indicated in the rental letter

3. EXCESS – INSURANCE – DAMAGES RC - - THEFT – FIRE

The rented vehicle and / or motorcycle is covered by R.C.A. insurance pursuant to applicable laws.

Should the Client need to take one of the aforementioned events, the franchise will be charged to him as indicated in the charter letter; in case of theft and / or fire the deductible charged to the customer is that indicated in the charter letter and, depending on the vehicle and / or rented motorcycle.

(A) In the case of total IRRIPARABILITY of the vehicle and / or rented motorcycle, due to a serious accident, for driving under the influence of alcohol and / or use of drugs, the deductible charged to the Customer is equal to 100% of the current value of the rented vehicle and / or motorcycle.

For vehicles and / or motorcycles equipped with anti-theft Diablock or Blockshaft, if the customer victim of theft of the vehicle and / or rented motorcycle, does not return in addition to the original key to open and turn on, even one of the aforementioned alarms, will have to pay a deductible equal to 100% of the current value of the vehicle. In all cases of accident, theft, fire, partial or total, the Customer is obliged to make a regular complaint with the competent authorities and, within 12 hours of the event, to deliver it to the rental company.

Damages relating to the claim are not chargeable to the customer who produces the C.I.D. model with clear and signed responsibility of the counterparty.

The Customer may choose to subscribe to the Additional Service, which reduces or eliminates the penalty for Economic Responsibility, for those responsible for the vehicle and / or motorcycle. The signing of the Additional Service which reduces or eliminates liability for damages as well as having an additional cost to the normal price of the Official List for the rented vehicle and / or motorcycle, (excluding the damages referred to in point (A) above), does not exonerate the Customer from adopting the ordinary diligence in the operation of the vehicle and / or motorcycle.

Rome by Vespa, as a penalty reserves the right to proceed with the charge of damages attributable to the Customer's responsibility.

4. SUPPLY SERVICE

The rented vehicle and / or motorcycle must be returned with the same liters of fuel existing at the time of delivery. For each liter of fuel missing, the customer will be charged an amount of € 2.50 per / liter and a fee for the restoration of fuel € 30.00 excluding VAT.

5. MILEAGE

Mileage limits and costs for the extra kilometers of the rented vehicle and / or motorcycle are those indicated in the rental letter.

6. CIRCULATION OF THE VEHICLE

The Customer is authorized to circulate in Italy and undertakes NOT to circulate the vehicle and / or motorcycle in countries other than those expressly indicated in the "green card" delivered together with the documents of the vehicle and / or motorcycle.

Any unauthorized or illegal use by Contract and / or by law obliges the Customer to compensate the damages achieved, possibly even jointly with any other driver and involves the termination of any limitation of liability by exposing the Customer to the relevant responsibilities and collateral. The rental company reserves the right to take possession of the vehicle and / or motorcycle at any time and in case of violation of the provisions of this article.

The Customer is responsible for the normal movement of the vehicle and / or motorcycle as well as its use and routine maintenance.

In case of need of roadside assistance (eg accident or left), the Customer can contact the Rental Company in which he rented the vehicle and / or motorcycle, asking for instructions on what to do at the numbers specified in the rental letter. The rental company is excluded from any liability for loss or damage resulting from damage to the vehicle and / or motorcycle, failure or delay in delivery, deterioration of goods or damage of any other kind, except in cases of willful misconduct or gross negligence of the Rental Company. Likewise, it is excluded from any liability for damage to things carried or forgotten on the vehicle and / or motorcycle returned.

The Customer is responsible for the contraventions and / or any other charges resulting from violations of the highway code or other provisions of law or regulations, tolls, the cost of parking and in general the sums deriving from driving the vehicle and / or motorcycles also by third parties during the rental period and is obliged to reimburse any sums, if any, anticipated, including additional legal, postal and administrative costs related to the reimbursement request and to relieve the rental company of any damage and / or claim of third parties. Every administrative practice has a management cost and the Customer authorizes from now the charge at your expense.

Each administrative procedure has a management cost and the Customer authorizes the charge from now on, in application of article 196 (Principle of Solidarity) of the New Highway Code).

The management cost of each administrative file is € 20 (excluding VAT).

Furthermore, please note that the use of a helmet is mandatory and the rental company offers the vehicle with two helmets.

7. RETURN OF THE VEHICLE

At the beginning of the hiring, the Customer must issue a commitment regarding the delivery date of the vehicle and / or motorcycle: any change in the commitment must be notified in advance to the Rental Company.

A rental day is considered 24 hours with a tolerance of 59 minutes, after which time an additional day of rental will be charged. For tariffs subject to time limits (eg Week End, Week, etc.) after the tolerance time, the internal fee will be charged at the daily rate. The vehicle and / or motorcycle must be returned during the opening and / or closing hours of the Rental Company.

In the case of redelivery out of hours possible, provided that it has been previously authorized, the rental will be considered closed during the opening hours of the same Rental Company.

Failure to return the keys of the vehicle and / or motorcycle will result in the continuation of the rental until the return of the same or at the presentation of a report of loss or theft.

The loss or theft of the keys of the vehicle and / or motorcycle will result in a penalty for compensation of € 600.00 (six hundred) excluding VAT.

The Customer undertakes to return the vehicle and / or motorcycle in the conditions and with the equipment present at the beginning of the rental to save normal wear.

In case of loss or theft of the original Circulation Card of the vehicle and / or motorcycle, the Customer will have to reimburse a deductible of € 200.00 (two hundred) excluding VAT

8. ODOMETER

In the event of an odometer failure, as in cases where it is physically impossible to detect the mileage covered, a conventional distance of 300 kilometers per day will be charged.

9. APPLICABLE LAW AND JURISDICTION

Italian law governs the Terms and Conditions. All disputes that may arise regarding the validity and / or interpretation and / or execution and / or termination of the Terms and Conditions will be the responsibility of the Court of the place where the Customer has collected the Vehicle

10. PRIVACY

According to the law, the treatment of this service will be based on principles of correctness, lawfulness, transparency and protection of your privacy and your rights. The user's personal data are used by Rome by Vespa - via Giuseppe Ravizza 42 - Roma (RM) - VAT: 02393090747 - Tel: +393806432278 - E-mail: info@romarentbike.com, which is the data controller.

According to article 13 of the GDPR 2016/679, therefore, we provide you with the following information:

1) TYPES OF DATA COLLECTED

Personal data, which, upon activation of this service, will be collected and processed concerning:

identification data (surname and name, residence, address, birth, telephone number, billing address, online ID), identity document (identity card, passport, or driving license), bank details, location data (location, GPS, GSM, other);

2) PURPOSE AND LEGAL BASIS OF TREATMENT

The personal data collected will be processed for the following purposes:

for the conclusion and execution of contracts for the rental of vehicles and / or motorcycles and any related contracts, for the analysis and improvement of the Services, for the management of complaints and disputes, implementation of the international standards of payment systems (eg bank transfers, debits / credit cards, debit cards, etc.)

These purposes are jointly defined as "Contractual Purposes".

With the prior, consent of the User, for activities of sending advertising material and use in analysis and commercial studies and consumption habits. This purpose is defined as "Marketing purposes"

The processing of personal data of Users is necessary, with reference to the contractual Purposes, to execute the Contract. If the User does not provide the personal data necessary for the Contractual Purposes, it will not be possible to proceed with the stipulation of the contract. The treatment for marketing purposes is optional. If the User denies his consent, he will not be able to receive commercial communications. At any time, the User can in any case revoke the consent given.

3) MODALITY OF DATA PROCESSING

Users' personal data may be processed using manual or IT tools, suitable for guaranteeing security, confidentiality and to prevent unauthorized access, dissemination, modification and subtraction of data through the adoption of adequate technical, physical and organizational security measures.

4) CATEGORIES OF RECIPIENTS

Without prejudice to communications made in compliance with legal and contractual obligations, all data collected and processed may be communicated exclusively for the purposes specified above to the following categories of recipients: Banks and credit institutions; Authorized persons; Third-party suppliers of assistance and consulting services with reference to the activities of the sectors (merely by way of example), technological, accounting, administrative, legal, insurance, IT; Responsible for processing.

5) TRANSFER DATA TO AN EXTERNAL COUNTRY AND / OR AN INTERNATIONAL ORGANIZATION

The data you provide will not be transferred to non-EU countries or international organizations.

6) DATA CONSERVATION TERMS

a) for the Contractual Purposes referred to in point 2, the personal data of the Users are kept for a period equal to the duration of the Contract (including any renewals) and for the 10 years following termination, termination or withdrawal of the same, without prejudice the cases in which the conservation for a subsequent period is required for any disputes, requests of the competent authorities or pursuant to the applicable legislation;

b) for the Marketing Purposes related to the sending of advertising material and use in analysis and commercial studies and consumption habits, the personal data of the Users are kept for the duration of the Contract and for a period of 5 years following / i upon its termination

7) USER RIGHTS IN RESPECT OF THEIR PERSONAL DATA

The following rights may be exercised at any time:

request more information in relation to the contents of this information, access to personal data, obtain correction or cancellation of the same or limitation of the processing that concern him (in the cases provided for by law), oppose the treatment (in cases provided by law) data portability (in the cases foreseen by the regulations); revoke the consent, where foreseen. The withdrawal of consent does not affect the lawfulness of the treatment based on the consent granted before the revocation, to propose a complaint to the supervisory authority (Guarantor Privacy).

In relation to the processing of personal data concerning him, as described above, the Customer freely expresses his consent, pursuant to and for the purposes of the Law. If a provision of this rental contract is void, such nullity will not determine the invalidity of the other provisions of this rental contract.

If the Customer decides to pay in a currency other than the one with which the cost of the rental has been quoted, the counter value will be calculated on the exchange rate published by CITI-BANK plus 4% by way of reimbursement of bank charges and commissions. Risk of fluctuations in changes.

The customer received the information referred to in Article 13 of EU Regulation 2016/679,

[] consents

[] does not consent

to the processing of personal data for activities of sending advertising material and use in the analysis and commercial studies and consumption habits as specified in the information in Article 10 (Privacy) point 2 of this contract.

The Customer having read the information on the Privacy and the General Conditions of Rental, declares to approve specifically all the clauses.

Customer Signature