

Please read this document before completing the booking, because it provides **important information about the booking** and the rental, including about what must be brought when the vehicle is being picked up, and the **Customer's responsibilities**.

Please also read the **General rental conditions ("General Conditions")**, the **specific Conditions of the rental locality ("Conditions of the locality")** and the **Rental Contract** carefully. The Rental Contract is based on the terms and conditions contained in the General Conditions and the Conditions of the locality, and it will be delivered at the time the vehicle is picked up.

Please read the Rental Contract delivered at the time of pick-up carefully because it could contain additional specific Terms and Conditions pertaining to the rental locality or could differ from the General Conditions provided at the time of booking. You are advised to pay particular attention to the "Accidents, theft and damage" and "Exemptions" sections.



Please note that we have very recently (October 2022) made updates to the General Conditions and Location Conditions to reflect the introduction of Battery Electric Vehicles (BEV's) to our fleet. If you are making a booking for an electric vehicle, we would strongly recommend you familiarise yourself with the recent changes relating to the need to return these vehicles with no less than **70% battery charge or the same % battery charge** as it had at time of pick-up (as failure to do this will result in us charging an additional fee - please see the Location Conditions for further details),

**By making a booking/entering into the Rental Agreement, you expressly agree that we can recover the additional charges set out in the Location Conditions relating to electricity recharge (and other similar charges such as refuel costs).**

It is important to us that the Customer enjoys an excellent experience of the rental and has all the necessary information. That is why, even if it takes a bit of time, we request the Customer to read this document carefully.

## 1. Making a booking

Booking enables you to reserve a vehicle and the optional extras for "picking up" at a fixed date, time and place and for the agreed rental period. The Customer is required to comply with our minimum rental requirements. **The Customer must accept** and sign the **Rental Contract**, unless he or she is a member of Maggiore Club and has signed a master rental contract.

It is understood that members of Maggiore Club who have signed a master rental contract accepted the Terms and Conditions of rental at the time they joined Maggiore Club. However, even members of Maggiore Club **must** sign the Rental Contract if the regulations in force require a contract to be made locally, if the Customer did not opt for the master rental contract, or if the rental takes place in a locality that does not offer the Maggiore Club service.



The Rental Contract is regulated by the law of the country where the vehicle is picked up, and it is made between the Customer, who must meet all the minimum rental requirements, and the car rental supplier at the time of pick-up. The car rental service will be provided by companies belonging to the Avis Rent A Car System group. The booking is NOT a rental contract.

By making a booking, you agree to be provided with a copy of these booking conditions, the **General Conditions** and the **Location Conditions** electronically using the e-mail address you have provided.

## 2. "Payment online" and "Payment on pick-up" Bookings

With "**Payment online**" bookings, the Customer pays whatever is due for the rental period and for the optional extras chosen when booking. Not all the optional extras can be paid for in advance. The optional extras that cannot be paid for in advance when booking are subject to the "Payment on pick-up" conditions. All the optional extras booked that cannot be paid for in advance will be duly indicated and will be subject to the "Payment on pick-up" conditions.



**If the booking is cancelled, a cancellation penalty will be charged. The Customer must pay a cancellation penalty** if the booking is cancelled because he/she does not possess the minimum rental requirements. **A penalty will also be charged if the Customer does not cancel the booking and does not appear at the rental counter for pick-up.** This penalty is called a no-show penalty.

The no-show penalty could be equivalent to the entire amount of the booking. For more information, please consult the "Cancellations" section.

If the Customer chooses "Payment online" booking, he/she signs a contract with **Avis Budget Italia SpA accepting** the related booking conditions and thus authorising that company to debit their credit card with the amount shown in the "Payment online" booking and to withhold **any amount of the cancellation or no-show penalty**. The Customer chooses the "Payment online" option when he/she:

- selects "Payment online" during the online booking process or uses the mobile app, or
- uses other booking methods (by phone, for example) and requests or accepts the option of online payment of the rental service; in that case he/she is required to supply their payment data

The laws of England and Wales apply to this booking.

With "**Payment on pick-up**" bookings, the Customer chooses to pay when the vehicle is picked up at the rental office. "Payment on pick-up" rates may be less competitive than "Payment online" rates.

You **agree** to the booking terms and give the vehicle rental provider permission to debit your payment card for the value of the **non-cancellation penalty**, when you (i) click the "Payment on pick-up" button when booking online or using the mobile app or (ii) provide your payment details and ask to, or agree to "Payment on pick-up" when using any other method (e.g. over the telephone).

This booking will be regulated by the law in force in the country where the supplier of the rental service has its office.

**CONTACTS:** For "**Payment Online**" bookings, contact **Avis Budget Italia SpA (owner of the Brand Maggiore)** by writing to Avis Budget Italia SpA, Viale Carmelo Bene 70,00139 Roma – Italy, or contact the Booking Centre (see below). For "**Pay on Pick-up**" bookings, the rental service provider is indicated on the "Check your reservation" page as well as in the confirmation e-mail that the Customer will receive at the end of the reservation. Alternatively, the Customer can contact our Booking Centre.

### 3. Changing a booking – Every type of booking

You may change your booking (whether a 'Pay Online' or 'Pay on Pick-up booking) any time before the day you are due to pick-up the vehicle by calling Reservations or managing your booking online (if available). You may be able to change your booking on the pick-up day, but you will need to check with Reservations.

We will send you a revised booking confirmation email confirming your new booking details and new amount paid to the email address you provided.

All change requests will be subject to availability and may result in a **price change**, as the revised booking will be at prices available at the date of the change. If the 'Pay Online' amount at the end of the booking is:

- **More** than the amount you paid us, you **must pay** the balance
- **Less** than the amount you paid us then **no refund** will be given. However, if you wish to buy optional extras when you collect the vehicle, you may use the difference towards the cost of these optional extras.

There is no charge for making a change. However, if the change has the same effect as a **cancellation**, you may be charged a **cancellation fee**. You may be entitled to a refund if you have made a new booking. Please contact Customer Services for more information.

The Customer is informed that if he books a Maggiore Select&Drive vehicle and subsequently changes the pick-up location to one that does not offer this service, he may not be able to obtain the make and model chosen previously.

## 4. Cancellations – Every type of booking

You may cancel your booking at any time before the day you are due to collect your vehicle by calling Reservations or managing your booking online (if available).

!	Depending on when the cancellation is made, <b>the Customer may be charged a cancellation penalty or a no-show penalty</b> . The penalty is calculated taking into account the type of booking, the notice given by the Customer and the locality where the vehicle was supposed to have been picked up.
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	‘Pay Online’ booking	‘Pay on Pick-up’ booking
Up to 48 hours <b>before ‘pick-up’</b>	No fee for cancellation. We will give you a full refund.	No fee
Less than 48 hours <b>before ‘pick-up’</b>	The <b>lower</b> among: (i) the value for 2 days of rental or, (ii) depending on the country of the booking, GBP 60, 65 EUR, 76 CHF, 425 ZAR, 645 NOK, 485 DKK, 693 SEK, 281 PLN or the equivalent amount in the local currency. Rates are subject to tax where applicable.	No fee
If the Customer <b>does not cancel</b> the reservation and <b>does not show up</b>	No refund. We will retain the full amount	Depending on the country in which the Customer should have rented, the penalty will be £ 60, € 65, CHF 76, ZAR 500, NOK 645, DKK 485, SEK 693, PLN 281 or the equivalent amount in the local currency. . Rates are subject to tax where applicable.

**You have the right** to prove that neither the vehicle rental provider nor us has sustained any loss or any loss sustained is significantly lower than the amount deducted, and if proved, you may be entitled to a **full or partial refund**.

**CONTACTS:** Requests for reimbursement must be made in writing to the Customer Service. Up to 14 days may be needed for the issuer of the card to process the reimbursement. We are not responsible for the time taken by the issuer of the card to process the reimbursement.

## 5. The price

The **rental price of the vehicle** is calculated on the basis of the time and date of pick-up and return of the vehicle, of the locality(ies) and duration of the rental, and of the type of vehicle requested, as laid down in the Price Lists.

The **price of optional extras** – such as, for example, child seats, additional driver(s), additional cover, pick-up costs and GPS – are calculated on the basis of the time and date of the start and end of the rental and of the office where the vehicle is to be picked up.

Unless otherwise specified, the price also includes all the payments that have to be made – for example, vehicle registration taxes, local taxes and any airport-city supplement + railway-city supplement.



For rentals in some localities – mainly airports, railway stations and some city-centre localities – a supplement is charged because the management costs are higher for us. In any case, that supplement will be included in the price shown in the estimate but it might be shown as a separate item in the rental contract or on the receipt.

## 6. Rental requirements

### Booking code

At the time of rental **the Customer must** produce the booking number or the e-mail confirming the booking. This allows us to find your booking details quickly and to shorten waiting times.

### Driver's licence



We can **refuse** to give the vehicle to a driver who (i) **does not** produce a driver's licence valid in the country of rental for the whole period of rental, (ii) **has not** submitted an international driver's licence or the official translation (if applicable), (iii) **does not** hold a licence valid for the minimum period required by the rental locality, (iv) has sentences **related to driving**, or (v) **does not** satisfy **our checks with regard to safety and credit**.

For further information, please consult **the section on Driver's licence and identity documents in Conditions of the locality** or call our **Booking Centre**.

**The drivers must** produce an international driver's licence **or** a sworn translation in the language of the country of rental **if**:

- Their driver's licence was issued in Europe and they are doing the rental outside Europe.
- Their driver's license was issued in a non-European country and they are renting outside that country.
- Their driver's licence was issued in a non-Latin alphabet, for instance Arabic, Chinese, Greek, Russian, Hebrew or Japanese (and other languages with non-Latin alphabets).

**Drivers are required to get information about the regulations in force in the country where they intend to drive.**

**Drivers must** bring their previous driver's licences or a letter from the competent authority certifying the holding of the driver's licence for the minimum period fixed, if their current licence does not show the full period.

### Identification document

It is pointed out that not all rental localities accept a driver's licence as a valid document of identity and residence. Therefore, **the person renting the vehicle must** submit an identification document, for instance a passport or a current identity card/document. The person renting **must be** recognisable in the photo on the document. The **person renting the vehicle must** also submit a document that shows his or her residency, such as, for example, a recent utility bill or a bank statement showing his/her address.

### Methods of payment

We usually accept American Express (excluding Travellers Cheques), Diners, Visa and MasterCard cards (in both cases prepaid cards are excluded) and the charge cards issued by Maggiore. For more information, please read **Conditions of the locality – Payment section** or contact our Booking Centre.



**The Customer is required to** submit a credit card in the name of the person renting the vehicle. The driver, holder of the booking, **must submit two charge cards** in his/her name in order to be able to rent certain vehicles of a higher category. Please check the booking confirmation e-mail again or contact our Booking Centre.

**The name shown on the charge card(s) must be the same as one on the licence of the main driver.**

If the Customer does not have the payment card used to make the reservation, **we reserve the right to cancel it and to charge his payment card shown in the reservation for any economic damage suffered (to the extent permitted by law).**

If the vehicle is available and the Customer meets the minimum rental and safety requirements, the office may, at its complete discretion, agree to the rental anyhow. The rate applied will be the one for the "Payment on Pick-up" option since it will be regarded as a new rental.

### Pre-authorisation and security deposit:

To finalise the rental, a **pre-authorisation** on the credit card submitted, or a **security deposit**, will be requested. **The Customer must** use a valid credit card in his/her name, which has sufficient funds.

#### What is a pre-authorisation or a security deposit?

A pre-authorisation blocks a sum of money on the Customer's account. After the pre-authorisation has been given, the Customer cannot use that sum until he/she has paid the rental and the issuer of the card has released the amount blocked by the pre-authorisation. Until the final payment is made, the sum of money blocked by the pre-authorisation will be **held** and will not be available.

If the security deposit is ordered there will be an actual transfer of the sum of money from the Customer's account. The amount of the guarantee deposit will be the same as that shown in the pre-authorisation.

The value depends on the country in which you are renting. For a full explanation, please refer to the Location Specific Terms and Conditions for the country in which you are renting or speak to a member of our Reservations team.

When the vehicle is returned, the total amount due will be calculated and the sum will be debited on the credit card supplied. If the total due is more than that paid with the **security deposit**, the Customer will be required to pay the difference at the vehicle rental and return office. If, on the other hand, the total due is less than the sum **deposited by way of guarantee**, or if the Customer prefers to use another method of payment, he/she must contact the Customer Service to get a **refund**.

If the Customer opts for another method of payment, the **pre-authorisation** on the original card remains in effect until it is released by the issuer of the card.

The only party required to **release the amount held on the credit card for the pre-authorisation and allow once again the availability of the amount blocked is the issuer of the card and not the rental office**. Such operations take a maximum of **28 days**.

### Age limits for the driver

The age limits vary depending on the vehicle. Please read the **Conditions of the locality, in the Information about age section**, or contact our Booking Centre.

If a driver is not of the minimum age for driving the category of vehicle booked, the rental office will offer the Customer a vehicle that requires a lower age limit, if available. Drivers that are over the maximum age, where foreseen, for the rental **must** submit certain additional documents that confirm the necessary requirements for guaranteeing fitness for driving. A supplement **will have to be paid** if the driver is over or under the required age limits. In any case the driving of **no category** of vehicle will be allowed if the Customer has not reached the minimum age permitted.

### Behaviour not permitted

**The rental office may refuse** to hand over the vehicle to the Customer if the latter, or persons going to travel with him/her, are not in fit psycho-physical conditions for driving; for example, if it is considered that a driver is **under the influence of alcohol or drugs** or if the Customer, or persons going to travel with him/her, have an **offensive or threatening** attitude towards the staff.

## 7. Security checks

When making a booking, **the Customer consents** to the making of checks of identity, driver's licence and credit concerning him/her and any **additional driver, or a person paying for the rental**. Please consult section 9 Use of personal data for more information.



**The rental office may refuse** to hand over the vehicle if the Customer, or the person making the payment, does not pass the required checks and if, consequently, it is considered that the Customer, the person paying for the vehicle, the driver, or any additional drivers, do not appear to be solvent. **If he/she does not pass the checks on credit reliability, the rental office can refuse** to hand over the vehicle to the Customer. The **rental may be refused**, to the extent permitted by law, if the Customer or the person making the payment is found to owe money to **Avis Budget Italia SpA (owner of the Brand Maggiore)**, or to any other company in the Group.

If the Customer gives false or inaccurate information **the contract may be cancelled immediately. The Customer will be required to compensate for the damage suffered.**

## 8. Availability

### Vehicles

If the vehicle belonging to the category booked is not available, the **Rental office** will take action to provide the Customer with a vehicle of a higher category, if available, **without additional costs**. If the only vehicle available belongs to a lower category **and the Customer agrees** to rent it, the rate charged will be the one for rental of the lower category. If payment has already been made, the Customer will be entitled to **reimbursement** of the difference.

If the Customer has booked a vehicle of a higher category and it is not available, in order to comply with his/her rental requirements, we could provide him/her with more than one vehicle, as an alternative, or suggest that he/she use replacement transport until a vehicle of the required category has been found.

In that case we have to guarantee the above and **totally refund** what has already been paid.

### Optional extras

The rental office will take action to guarantee the availability of all the optional extras booked. If they are not available, we shall arrange to procure them from another rental locality. If the foregoing is not possible, the **rental locality may, at its discretion**: buy the required extra, ask the Customer to buy it at a reasonable price, making reimbursement subsequently, or refund the amount paid for the optional extra booked that is not available.

**CONTACTS:** To obtain the refund the Customer must contact the Customer Service with the booking code.

## 9. Use of personal data

In finalising the booking, **the Customer specifically authorises us** to use and transfer the personal data that will be processed in pursuance of the regulations in force and as described hereunder.

**We will use** (or process) the Customer's personal data for:



- Requesting **booking of the rental services** requested by the Customer,
- Making the related **checks on identity, security, driver's licence and credit**,
- Monitoring and improving **the quality and the management** of our services,
- Sending information about products and services pertaining to us and that we consider to be of interest to the Customer, within the limits laid down in the regulations in force. The **personal data will not** be shared for marketing purposes with third party companies not related to Avis Budget Group. The Customer can **refrain** from receiving such information at any time by contacting Customer Service or by clicking on the cancellation key shown in the e-mail received.

**We shall share** the Customer's personal information with:



- The vehicle rental provider, who will be a **member of the Avis Rent-a-Car System**. The vehicle rental provider could be located **within and outside Europe**, but we will only transmit the Customer's personal information to the extent necessary for them to provide the rental services booked.
- **Wizard Co. Inc.**, the owner of the reservation system, which is located in the **United States of America**, but only to the extent necessary to process the Customer's booking through the reservation system,

- **The supervisory authorities**, such as **police or local and municipal authorities**, for the purposes permitted and necessary for the applicability of the regulations in force, or for checking on the validity of the Customer's driver's licence.
- Third parties, generally with offices in the country of rental, in order to make **checks on identity, security, driver's licence and credit** and for verifying and preventing any crimes.
- Third parties that act on our behalf in the **management of disputes and of debt collection**.
- Third parties that act on our behalf in carrying out **Customer surveys**, which we use for improving our services.

The Customer has the right to have access to his/her personal data held by us and to request their correction, change, blocking or cancellation. The Customer has the right to know the procedures for acquiring personal data and to verify that those data are compliant with the current regulations on privacy, without prejudice to the obligations laid down by law. If the Customer does not consent to the processing of the data we cannot carry out the rental service.

For more information, please consult the Privacy Policy, available on our website.

**CONTACTS:** In order to access these data and request more information, please contact the Customer Service. Within the limits permitted by the regulations in force, we could ask the Customer to pay a commission to cover the costs incurred for drawing up a document containing the information concerning the personal data.

## 10. Liability

We/the provider of the car rental (as the case may be) **shall not be liable for any financial losses** incurred by the Customer if we or the provider of the car rental contravene these booking conditions, if such losses **were not** provided for, either by us/by the provider of the car rental or by the Customer, at the time when the booking was made. We/the provider of the car rental **are not liable** for any **consequential losses** (such as **loss of profits, loss of amusement or loss of opportunity**). These limitations shall not apply insofar as they are not permitted by law. In any case the Customer always has the right to submit a claim for reimbursement (if applicable).

## 11. Reporting complaints

We belong to the **European Car Rental Conciliation Service (ECRCS)** and to many conciliation services at the local level. These organisations study complaints independently without charging any cost to the Customer. If the Customer has submitted a complaint and is not satisfied with our final response, he can send his requests to the conciliation service. We shall let people know which is the competent service.

**CONTACTS:** For information about the ECRCS, contact Customer Service

**Thank you for choosing to rent with Maggiore brand.**

CONTACTS	
ITALY	
Bookings	Customer Service
<a href="https://www.maggiore.it/hai-bisogno-di-aiuto/assistenza-on-line/">https://www.maggiore.it/hai-bisogno-di-aiuto/assistenza-on-line/</a>	<a href="https://www.maggiore.it/hai-bisogno-di-aiuto/assistenza-on-line/">https://www.maggiore.it/hai-bisogno-di-aiuto/assistenza-on-line/</a>