



## Useful Information

### Book your Vehicle

You can either make a reservation directly with ABBYCAR or by using third parties. These Rental Terms and Conditions will be applicable to all reservations regardless if the booking has been made directly with ABBYCAR or by using third parties.

### Vehicle Group

Your booking refers to a car group, not to the brand or model shown. All rental companies are utilizing a standard vehicle matrix (called ACRISS or SIPP) to define car models ensuring a like to like comparison of vehicle, hence the “similar” next to a make or model. We guarantee the booked group and in case is not available at your scheduled pickup time, we will upgrade your vehicle at no extra cost.

### Luggage

Keep as a general rule that all luggage must fit in the trunk/boot. The bag icon only gives an indication as to what the car boot will take comfortably, but since you are not aware of the exact model you are getting, it is wise to always book a larger group to ensure that your luggage will fit in the trunk/boot. An upgrade in the car group can be offered at any time at the pickup station as subject to availability.

### Arrival Flight Number (for airport pick up stations)

You are expected to Show-Up at the time stated on your voucher to pick up your vehicle, or else your booking will be automatically cancelled as a No-Show, after the grace period passes, even if your booking is fully paid. By providing a correct arrival flight number we will hold your booking and you don't have to stress about informing us! We will automatically amend and hold your booking until your flight arrives.

### Fuel Policy (Full to Full)

The fuel is not included in the rental rates and is payable by the customer. The Full-Full policy as an indication refers to the general policy that you return the vehicle with the same level of fuel as picked up. We always supply the vehicle with a full tank of fuel but we do not offer refiling services, meaning that if the previous customer returns the vehicle with less fuel, for example with  $\frac{3}{4}$  fuel left, we will hand it over to the next customer with  $\frac{3}{4}$  full tank and it should be returned the same. To ensure there is no confusion, if the above rotation does not fulfill your needs and you request it “Full to Full”, you must select the “Prepaid Fuel” method, meaning that you will prepay for a full tank of fuel and you will return the vehicle as empty as possible (No refunds will be made for unused fuel).

### Safety First

During COVID-19, we have adopted a range of measures to help our customers stay and feel safe before, during and after the rental. Our Shuttle busses and all touch points are disinfected at the start of each day and between each trip. All our employees are equipped with the safety face masks, there are floor markings to help customers keeping the distances from one another, all desks are equipped with plastic safety screens and you will find antibacterial hand gel at every station. After each car is deep-cleaned and disinfected a sticker is placed across the driver's door, if it is untorn, no one has been in the car since it was sanitized.

### Personal Data

Detailed information about our Privacy Policy for customers can be found at our website [www.abbycar.com](http://www.abbycar.com).

### Contacts

Feel free to contact our customer support team at [support@abbycar.com](mailto:support@abbycar.com) for any additional information or questions you may have.



### What is included in the Rental Rates?

- ✓ Unlimited Mileage
- ✓ Applicable Local taxes VAT
- ✓ Mandatory Insurance against Third Parties

Our vehicles have insurance coverage that meets all legal requirements and covers civil liability of the driver(s), for death, personal injury or material damages to third parties due to the use of the vehicle. The cover limits are, at least the mandatory ones under the current applicable Law. Upon signing this contract, the authorized drivers are deemed covered by this insurance.

- ✓ Compulsory Insurance with Excess against Damage & Theft

Under this insurance model the renter will be held financially responsible for the maximum amount expressly stated in the rental agreement under the section Excess, for damages caused to the rented vehicle due to an accident, or caused by theft of the vehicle or its parts or components (determined in accordance to the General Charges Table in this Contract).

- ✓ Free Cancellation up to 24 hours prior to Pickup
- ✓ 24/7 Breakdown Assistance due to mechanical failure
- ✓ Vehicle Replacement in case of Breakdown due to mechanical failure
- ✓ 1 hour Grace period for Vehicle Pickup\*

\*A correct Arrival Flight Number must be provided at least 6 hours prior to vehicle pickup. In such case if your flight delays the pickup time will be modified, without your prior notice, to the actual arrival time. If the new arrival time is outside the normal station opening hours and before 01:00 am, you will be charged the OOH fee. If your flight arrives after 01:00 am you must contact the station directly within their normal opening hours for the pickup arrangements.

### Rental Rates DO NOT include (unless stated otherwise in your Car Rental Voucher)

- × Additional Drivers
- × Extra Items such as Booster & Baby seats, GPS etc.
- × Fuel. The vehicle must be returned with the same amount of fuel as picked up
- × Optional Zero Excess Cover\*

\*Under this insurance model renter's financial liability for damages caused to the rented vehicle, will be reduced to zero (0) if none of the "Vehicle Use Restrictions (paragraph §1.0)" of this contract, has been violated. Additionally, under this insurance model, damages or losses occurred under the causes of "Insurance Limitations & Exclusions (paragraph §1.1) of this contract, are not covered and you will remain liable for the full cost payment.

"Seasonal Offers & Discounts" may be offered at the rental desk at the time of pickup.

- × Insurance Cover for Personal Belongings
- × Supplementary Insurance for Young or Senior drivers
- × Premium Roadside Assistance Service\*

\*In the event of a Call-Out for assistance (key loss, flat battery, wheel change, accident care and legal protection services) our contracted partner (RSA) will assess and provide assistance by travelling the most direct/feasible route to your location and return to base under your Cover Plan. Two (2) available Cover Plans are available at the rental desk: Classic Plan (ideal for frequent drivers) and Ultimate Plan (ideal for country drivers).

- × Fines for Parking Tickers or Traffic Code violations
- × Outside Office Hours pick up (OOH fee will apply)
- × Returning the vehicle to another ABBYCAR station (One Way Rental fee will apply)



### Requirements at the Rental Desk to Pick Up your Vehicle

✓ Your **CAR RENTAL VOUCHER** that includes the following information:

- Full Name of the Main driver
- Date and Time of Pick-up and Drop Off
- Car Classification Code (ACRIS) or model similarity
- Details of the Pick-up Station (pickup info, telephone, email)
- The vehicle Excess amount and the Security deposit amount
- Correct arrival flight number (for an airport station pickup)
- Indication of any extra items selected on booking (additional driver, baby seats, etc.)
- The Booking Terms & Conditions and summary of ABBYCAR Key Rental Terms & Conditions

Your Car Rental Voucher refers to a confirmed paid or part-paid booking and does not constitute a Contract between You and ABBYCAR. We may refuse to release the vehicle if any of the booking terms and conditions are not met or you may refuse to accept our Rental Terms & Conditions or refuse to sign the rental agreement. In such case we are not liable for any funds paid to third parties nor responsible for the denial of a partial or full refund of your booking.

✓ A **VALID DRIVING LICENSE** as per the below:

#### European Union (E.U) National Driving License Holders

- A valid E.U National Driving license held for at least one (1) year is required
- The driver must be aged between 23 and 70 years (additional charge applies outside these age limits)

#### Outside E.U National Driving License Holders

- An International Driving Permit (IDP) accompanied by a valid National Driving license is required

Additional Driver(s) must be present at the rental desk with their driving license.

✓ A **CREDIT CARD** for the Security Deposit Guarantee

#### Accepted Cards for the Security Deposit

- Visa Credit Card (NOT DEBIT-NOT CASH)
- Master Card (NOT DEBIT-NOT CASH)

#### Credit Card Holder

- The Credit Card Holder must be the person stated in the Car Rental Voucher (the main driver)

To ensure that there is no confusion we want to state that you will be required to leave a Security Deposit (guarantee) for the excess applicable to the vehicle. We will "block" the excess amount on your credit card as a guarantee to cover the excess and any potential damage. This "block" on your credit card will be automatically refunded at the end of the rental within a period of approximately 15 days depending on the credit card issuer's bank.

#### ○ **Refundable Security Amount**

A security deposit amount will be held against the main driver's credit card for the duration of the rental. The security deposit is a guarantee held in the event of damage/theft of the vehicle. This will be released if there is no theft or damage during the rental period

The amount of the security deposit varies between 650.00 EUR to 1,300.00 EUR depending on car group.



### Contract Parties & Vehicle Usage

The signed "Rental Agreement" between the RENTER who signs the rental agreement (hereinafter "you", "yours" refers to that person) and the LESSOR (hereinafter "ABBYCAR", "we", "us", "our" refers to the LESSOR), subject to the Terms, Conditions and Rates established at abbycar.com and/or in any annex to this document, constitute the legally binding "Contract" between you and us.

We shall rent to you the vehicle described in this contract, subject to the terms, conditions and rates established in our official website at abbycar.com under the section "Rental Terms & Conditions" and/or in any annex to this document and you undertake to comply, expressly acknowledging having read and accepted the conditions established in this contract, and having not stated any doubts or disagreements with the content.

These Terms and Conditions (T&Cs) will govern your use of the vehicle during the Rental Period and shall prevail any other terms stated in your car rental voucher provided by a third part seller/agent providing the ABBYCAR product. In case of any conflict between any of the documents comprising the Contract then these T&Cs will take priority.

We expressly state that the vehicle handed over has passed all the mechanical inspections and internal controls and is in the general condition recorded in the form signed by you for this purpose, has in good condition with no punctures all its tires and spare tire.

Failure to comply with any of the obligations accepted by each of the parties to this contract will entitle the other to demand its compliance or terminate it, as well as to take the appropriate measures for the recovery of the vehicle (in case of breach by you), or for the return of the amounts paid (in case of breach by us), all without prejudice to the possibility of claiming damages that may have been caused as a result of such breach.

### What are your obligations?

- ✓ Maintain the vehicle in good condition and do not expose it to potential risks
- ✓ Drive the Vehicle in accordance with all applicable Road Traffic Laws and Regulations
- ✓ Make routine inspections of the Vehicle and report to the station any misfunctions or new damages
- ✓ Lock the vehicle correctly, in an allowed, suitable and safe parking place when it is not being used
- ✓ Halt the vehicle in the event of an external or explicit (indicators) suggestion of the existence of a technical failure and inform the station immediately
- ✓ Return the vehicle in the same condition as delivered, with its keys, accessories and documentation by the expiry time and date specified in the Rental Agreement

### Vehicle Use Restrictions? (paragraph § 1.0)

- ✗ Do Not drive the vehicle on non-asphalt roads
- ✗ Do Not load the vehicle on ferries or trains without our prior written consent
- ✗ Do Not transport objects or goods whose transportation is prohibited by the Law
- ✗ Do Not make any kind of modification to the vehicle without our prior written consent
- ✗ Do Not allow driving the vehicle other than the authorized drivers stated in the Rental Agreement
- ✗ (!) Never drive the vehicle whilst you are under the influence of alcoholic beverages, drugs, other narcotic substances or with physical capacities impaired by fatigue, illness or any other circumstance that is liable to impair your driving ability
- ✗ (!) Do Not carry out activities for the purpose of subleasing the vehicle, nor to transport persons or goods, or undertake activities for the purpose of subleasing the vehicle, which break the Law or existing legal provisions or whose number (weight, quantity and/or volume) exceed the limits specified by the vehicle manufacturer or the Law

Violation of any of the above restrictions will be considered as a fundamental breach of the Rental Terms & Conditions that govern this contract, which may lead to the termination of the contract and/or the claim to corresponding compensation for damages caused, including those corresponding to the costs and expenses incurred by ABBYCAR as a result of such conduct



### **Regulations for Accident - Damages**

- ❖ For **DAMAGES** caused due to an **IMPACT with ANOTHER VEHICLE**

Actions need to be taken:

- ! You must inform the station immediately
- ! You must call the police immediately to obtain a police report
- ! You must wait for our insurer to arrive at the place of the accident
- ! You must obtain a friendly statement from the other part if admitted fault
- ! You should submit a friendly statement to the other party if the fault is yours

If any of the above actions will not be followed you will be considered responsible for the damage and you will be liable for the full payment of costs, including loss of profit derived from inability to rent the vehicle while it is under repair.

- ❖ For **SIGNIFICANT DAMAGES** caused due to **DRIVER'S FAULT** (Without Impact with another vehicle)

Actions need to be taken:

- You must inform the station within 24 hours to get further instructions
- You must report the incident within 24 hours to the police and obtain a police report
- You must submit an Insurance Claim Declaration Form ICDF online or at the station within 24 hours

If any of the above actions will not be followed you will be considered responsible for the damage and you will be liable to us for the full payment of costs, including loss of profit derived from inability to rent the vehicle while it is under repair.

- ❖ For **MINOR DAMAGES** caused to the Vehicle due to Driver's Mistake or an Unidentified Third Party

- You must inform the station
- When you return the vehicle to the station, you must submit an Insurance Claim Declaration Form ICDF

You check our "General Charges Matrix" for an estimation of the charged amount in regards to a Minor Damage or the defected part of the vehicle or you can contact the station in the details stated in your rental agreement.

### **! IMPORTANT NOTICE**

The renter undertakes to be truthful in all statements and explanations, oral and written, made with respect to the circumstances in which the damages took place. The renter shall be liable to ABBYCAR and its insurer for any damages that may arise from false, erroneous or biased statements or explanations. ABBYCAR and its insurers reserve the right not to accept the statements or explanations of the renter.

### **+ EXCESS REIMBURSEMENT COVER**

If your booking is connected with an insurance product or holder policy, either direct with an insurance company or through a broker, you should make sure you are aware of the claim procedure of this policy. You are fully responsible to collect and provide any required documentation to your insurance in order to post a valid claim. ABBYCAR will not be held liable for any missing documentation, other than its official rental documents, resulting denial of your claim from your insurance.



**Insurance Limitations & Exclusions** (paragraph § 1.1)

**× DAMAGES CAUSED UNDER THE FOLLOWING CIRCUMSTANCES ARE NOT COVERED**

- DAMAGES CAUSED DUE TO AN IMPACT WITH AN ANIMAL
- DAMAGES CAUSED DUE TO DRIVING ON UNPAVED OR A NON-PUBLIC ROADS
- DAMAGES CAUSED WHILE DRIVING INSIDE PRIVATE OR PUBLIC PARKING AREAS
- DAMAGES DUE TO ACCIDENT CAUSED BY DIRECT VIOLATION OF THE TRAFFIC CODE, OR THE COMMISSION OF CONDUCT, WHICH CONSTITUTES A CRIME AGAINST TRAFFIC LAW
- DAMAGES CAUSED DUE TO VIOLATION OF THE VEHICLE USAGE AS THESE MENTIONED IN THE SECTION "VEHICLE USAGE RESTRICTIONS", PAGE 1, PARAGRAPH § 1.0 OF THIS CONTRACT
- DAMAGES CAUSED TO THE RENTED VEHICLE DUE TO ACCIDENTS CAUSED BY INAPPROPRIATE DRIVING OR GLOSSY NEGLIGENCE CONDUCT ON THE PART OF THE RENTER OR ANY AUTHORIZED DRIVER NAMED IN THE RENTAL AGREEMENT
- DAMAGES TO THE VEHICLE CAUSED OUTSIDE AN ISLAND OR COUNTRY IF THE VEHICLE HAS BEEN TRANSPORTED WITHOUT THE STATION'S PRIOR WRITTEN CONSENT
- SIGNIFICANT DAMAGE TO THE VEHICLE WHERE THE DAMAGE HAS NOT BEEN REPORTER TO THE STATION, NOR TO OUR INSURERS, NOR TO POLICE, BY OBTAINING A POLICE REPORT WHERE IS CONFIRMED A NEGATIVE ALCOHOL TEST
- DAMAGES CAUSED DUE TO NATURAL EVENTS SUCH AS SNOW, HAIL, FLOOD OR ROCK FALL, WAR, RIOTS, TERRORIST ACTS, RADIATION, VANDALISM
- DAMAGES CAUSED BY AN UNIDENTIFIED THIRD PARTY WHILST THE VEHICLE IS PARKED ON A NON-ALLOWED PARKING AREA OR IN THE SIDE OF A NON-PARKING STREET
- DAMAGES CAUSED WHILE HITTING A BRIDGE OR PARKING BARRIERS
- DAMAGES CAUSED WHILE YOU ENTER OR EXIT FROM A PARKING AREA
- THEFT OF THE VEHICLE WITH THE KEYS STILL IN THE IGNITION

**× DAMAGE/LOSS TO THE FOLLOWING PARTS ARE NOT COVERED**

- DAMAGE/LOSS TO THE KEYS
- DAMAGES TO THE ROOF AND THE UNDERCARRIAGE
- DAMAGE/LOSS/THEFT TO THE TIRES AND SPARE TIRE
- DAMAGES TO WINDSHIELDS, WINDOWS AND MIRRORS
- DAMAGE TO THE TRANSMISSION AND CLUTCH DUE TO WRONG OPERATION
- DAMAGES TO THE DOORS LOCKS DUE TO THEFT ATTEMPT
- DAMAGE/LOSS/THEFT TO THE INTERIOR AND UPHOLSTERY
- DAMAGE/LOSS/THEFT TO ANY OF THE VEHICLE'S ACCESSORIES
- DAMAGE TO THE ENGINE DUE TO NEGLIGENCE OR USING WRONG FUEL TYPE
- DAMAGE/LOSS/THEFT TO ANY OF THE EXTRA ITEMS SUCH AS BABY SEATS, GPS ETC

Regardless of the Insurance type included in your rate (Compulsory or Zero Excess) you will be liable to us for the full payment of costs (including loss of profit derived from inability to rent the vehicle) for damage/loss/theft.



**General Charges Tariff** including VAT

<b>Extra Products (Optional)</b>	
AP01-Additional Driver	5,00 € per/day
AP02-Booster Seat	5,00 € per/day
AP03-Baby Seat	5,00 € per/day
AP04-Navigation   GPS	5,00 € per/day
AP05-Snow Chains	10,00 € per/day
AP06-Cross Border	from €15.00 per/day
AP07-Roadside Assist	€50,00 per/rental

  

<b>Additional Charges Tariff</b>	
AC01-Cross Border	From €15,00 per/day
AC02-Biological Cleaning- Standard	50,00 € per/rental
AC03-Biological Cleaning- Heavy	150,00 € per/rental
AC06-Ferry Travel Charge	From 15,00 € per/rental
AC08-Full to Empty	150,00 per/rental
AC09-Refuelling Charge	3,00 € per/liter
AC10-Smoking Penalty	250,00 € per/rental



## **PERSONAL DATA HANDLING**

### **Who is the data controller of your Personal Data**

Skywarpel Trading Limited ("ABBYCAR"), whose registered office Kimonos 15 street, 1057 Likavitos, Nicosia, Cyprus is the "Data Controller of your Personal Data. By Personal Data, we mean not only data that identifies you directly, but also data that identifies you indirectly.

### **What are the main purposes we process your Personal Data**

We collect and process your Personal Data for various purposes and on the following legal bases:

#### **Regarding the execution of the contractual relationship:**

Process your application as a client to be able to manage the commercial relationship as well as your needs. Manage, maintain and ensure fulfilment with the contractual or pre-contractual relationship that binds us. To geolocate the vehicle in the event of request from public authorities.

#### **Regarding a legal obligation:**

For the fulfilment of any legal obligation or regulation, we shall be able to share your data with public, regulatory or governmental body authorities. To geolocate the vehicle in the event of request from public authorities.

#### **Regarding the legitimate interest of ABBYCAR:**

Abbycar commercial activities, by any means, to offer you products and/or services similar to those acquired. Perform customer satisfaction and analysis of your needs to tailor our offers to your profile. Record your voice and/or your image to maintain the quality of the service, and if necessary, manage claims and other procedures. Share your data with insurance companies for roadside assistance in case of accidents or traffic incidents.

### **Who are the recipients of your Personal Data**

If necessary, your personal data may be communicated to Public, regulatory, governmental and regional authorities. Insurance companies for roadside assistance in case of incidents or traffic accidents, as well as third-party collaborating companies of Abbycar.

### **What rights can you exercise**

Within the limits and conditions allowed by the regulations in force, you can exercise your rights of access, rectification, deletion, limitation or opposition to the processing of data, portability of data, and to not be the subject of automated decisions.

### **How do you exercise your rights**

If you would like to know more about the provisions of this privacy policy or to contact our Data Protection Officer, you can also write to us at the following address 15 Kimonos str, 1057 Likavitos, Nicosia, Cyprus or by email to [dpo@abbycar.com](mailto:dpo@abbycar.com).

### **How do we protect your Personal Data**

ABBYCAR is committed to protecting the information it collects. In particular, Abbycar uses appropriate physical, technical and organizational security measures to prevent unauthorized or unlawful processing, accidental loss of or destruction of or damage to your personal data.