



General Terms and Conditions of Rental – SIXT+ –

# General Terms and Conditions of Rental for SIXT+

for  
Sixt Rent a Car, SLU  
C/ Canal de Sant Jordi, 29, Local 2  
Pol. Ind. Son Oms, Palma de Mallorca  
07610 Islas Baleares

(hereinafter referred to as  
“Sixt”)

These General Terms and Conditions of Rental for SIXT+ (hereinafter referred to as “GTC for SIXT+”) regulate the rights and obligations inherent to all contractual relationships within which Sixt Rent a car, S.L.U., with registered business address at c/ Canal de Sant Jordi, 29, Local 2 Pol. Ind. Son Oms, Palma de Mallorca, 07160, Balearic Islands (Spain) (hereinafter referred to as “Sixt”), provides vehicles for consumers, business persons and professionals pursuant to the definitions described in article 3 of the Spanish General Law for the Protection of Consumers and Users – Legislative Royal Decree 1/2007 of 16<sup>th</sup> November (hereinafter referred to jointly as the “Customer”), within the scope of the “SIXT+” product, for their temporary use, in addition to all associated services (hereinafter referred to as “SIXT + Services”).

All matters not specifically set forth in these “GTC for SIXT+” shall be subject to the provisions stipulated in the General Terms and Conditions of Rental for SIXT (GTC).

## **A: Scope of application**

Functional scope: These General Terms and Conditions of Rental for SIXT + (hereinafter referred to as “GTC for SIXT+”), together with the General Terms and Conditions of Rental for Sixt Rent a Car. S.L.U. (GTC) are applicable to SIXT + services, in the version in force at the time subscription is confirmed. The General Terms and Conditions of Rental (GTC) are available for consultation in several languages in the rental offices or online at [www.sixt.es](http://www.sixt.es). Should any contradictions or ambiguities arise between the GTC for SIXT+ and the General Terms and Conditions of Rental (GTC), the GTC for SIXT+ shall prevail over the General Terms and Conditions of Rental (GTC).

In the event that the Customer should be a business person or professional (article 3 of the Spanish General Law for the Protection of Consumers and Users, *a contrario sensu*), the General Terms and Conditions that may correspond to the aforementioned Customer shall not apply, including in such cases whereby, for example Sixt does not explicitly exclude their validity or when Sixt provides the services without a prior reservation, in the knowledge of the General Terms and Conditions for Customers.

1. Updates: Sixt may, at its discretion, update the current GTC for SIXT+ at regular intervals and apply additional modifications to the Sixt Services offered. Agreements entered into with the Customer are subject to the GTC for SIXT+ and the General Terms and Conditions of Rental (GTC) for Sixt in force at the time subscription is confirmed. Sixt may modify the GTC for SIXT+ and/or the SIXT+ services provided by virtue of the agreement with the Customer whilst the agreement remains in force and to the extent that said modifications do not place the Customer at an inappropriate disadvantage. In this sense, SIXT shall only make such modifications whilst the rental agreement remains in force that (i) are required for legal, regulatory or safety reasons; or (ii) to develop or optimise existing SIXT+ Services; or (iii) to take due advantage of technological progress and to apply technical adaptations; or (iv) to safeguard Sixt vehicle operations, provided that the modifications adopted by virtue of sections (ii) to (iv) do not imply a substantial reduction in the services included in the agreement. As far as is reasonably possible, Sixt shall provide the Customer with prior notice of any planned modifications and their right to reject said modifications for the duration of the rental in progress in a suitable manner and within a reasonable time period (e.g. via email or a notification posted on the app). When notifying said modifications, Sixt shall also provide details of where the Customer should report their non-acceptance thereof and the consequences that shall arise should the Customer reject said modifications. If the Customer does not reject the modifications within a period of thirty (30) days, it shall be assumed that they have been accepted.

## **B: Use of the vehicle and Sixt Services**

1. Object of the agreement: By entering into a SIXT+ agreement, the Customer may rent a vehicle at participating SIXT offices in selected towns and cities in Spain, pursuant to the terms and conditions applicable at the time said agreement is signed, and may return said vehicle to the participating SIXT offices in Spain. The applicable terms and conditions, together with an updated list of the participating towns and cities, are available in the online reservation section at <https://www.sixt.es/plus> or on the Sixt application.
2. Vehicle: The Customer rents a vehicle from the selected category for the duration of the agreement. No guarantees are given that the Customer will receive a particular model, nor is the Customer entitled to a specific vehicle.
3. Vehicle change during the rental period: Given that Sixt is a premium supplier, the vehicles that comprise its fleet, including those vehicles subject to these GTC, are only held for a specific period and until they reach a certain mileage. Sixt therefore reserves the right, for as long as the agreement remains in force, to change the vehicle supplied to the Customer if said vehicle has formed part of the Sixt fleet for a certain length of time or has reached a certain mileage. Depending on said period of time or mileage, during the time the agreement is in force, it may prove necessary to replace the vehicle supplied to the customer for another of equal value; in other words, included in the category stated in the agreement. The Customer shall be duly informed of the need to change the vehicle by the corresponding Sixt office and is required to return the vehicle at the stipulated time and to the stipulated Sixt office, as well as to comply with all other measures that may be necessary for the change of vehicle.

Should Sixt initiate the replacement of a vehicle supplied to the Customer whilst the agreement is in force because it has reached the mileage limit or time period in the vehicle fleet, this circumstance shall not be considered a vehicle return for the purposes defined in Section E: point 2, and therefore shall not be considered a termination of the contractual relationship.

Should the Customer fail to return the vehicle, or fails to return it at the time and on the date stipulated, a service fee of EUR 500 shall apply. Said amount shall not be charged if the Customer can demonstrate absence of responsibility for the circumstances leading to the application of this charge, or that Sixt incurred no expense or that any incurred costs were significantly lower than the amount charged. Sixt is entitled to claim additional compensation for damages. In such cases, the service fee shall be compensated by any additional claim for damages arising from the aforementioned non-compliance with the obligations.

4. Cross-border travel: The Customer is authorised to drive the vehicle within Spanish territory. The rental vehicle may be driven to countries included in Zone 1 (the list of zones is available for consultation in the General Terms and Conditions of Rental for Sixt Rent a Car, SLU) as part of cross-border travels, provided that an additional fee is paid in the form of a monthly surcharge, in addition to the rental tariff stipulated in the agreement.

The vehicle may not be taken to countries other than those included in Zone 1. Any breach of this condition due to fault or negligence, shall imply a contractual penalty of EUR150. Sixt may also

lodge an additional claim for damages arising from this same breach of obligations. In such cases, the service fee shall be compensated by any additional claim for damages arising from the aforementioned non-compliance with the obligations.

5. Report on the number of miles / kilometres travelled (mileage): In order to control the safety of the vehicle and the number of miles / kilometres that can be driven, as stipulated in the agreement, the Customer is required to inform Sixt of the vehicle's current mileage once during every 30 day billing period throughout the duration of the agreement. The Customer shall receive a request from Sixt for details of the mileage (e.g. via a notification on the App). The Customer must provide this information no later than the last day of the billing period for which the request was sent. If the Customer has exceeded the mileage stipulated in the agreement for a thirty (30) day billing period, the Customer shall be charged for the additional miles / kilometres driven, in accordance with the agreed tariff. Any mileage included in the rental tariff that is not consumed during a billing period shall be accumulated and the Customer may use it during the next billing period in addition to the mileage corresponding to this new period.

Should the Customer fail to send Sixt the information regarding the mileage driven, in breach of the aforementioned requirement, Sixt is entitled to charge the Customer an additional fee of EUR 9.99 the first time this information is not provided for the costs incurred by contacting the Customer, determining the vehicle mileage and the late recording of the miles / kilometres driven, once the next billing period commences. This fee shall not be applicable if the Customer can demonstrate absence of responsibility for the circumstances leading to the application of this fee or that Sixt did not incur any costs, or that any costs were significantly lower than the amount included in the list of fees. Should the Customer fail to meet the obligation to provide this information for a second or successive periods, the amount charged for each thirty (30) day period shall be EUR 19.99.

### **C: Execution of online agreements, absence of the right of withdrawal**

1. Execution of an agreement: The product range offered online or on the app is not a binding offer by Sixt; instead, the object is to encourage the Customer to make a binding offer. During the request process, the Customer may log in using the existing login credentials (email address) or register for the first time and provide the information necessary to execute the agreement. After providing the information required for the user account and sending the request by clicking on the order button "Request and pay now", the Customer sends Sixt a binding offer for the execution of an agreement. The subscription agreement between Sixt and the Customer shall come into force when Sixt sends confirmation thereof (for example by email). This generally occurs shortly after the Customer sends a binding offer. In this confirmation, Sixt acknowledges receipt of the Customer's request (confirmation of receipt) and that the agreement has been executed. The agreement is written in Spanish or English.
2. Exclusion of the right of withdrawal: Pursuant to article 103, Chapter "I" of Legislative Royal Decree 1&2007 of the 16<sup>th</sup> November, which passed the consolidated text of the Spanish General Law for the Protection of Consumers and Users and other complementary laws, the Customer has no right of withdrawal; in other words, the Customer may not revoke the intention to execute the SIXT+ agreement.

#### **D: Vehicle pick-up, regulations regarding fuel.**

1. Vehicle pick-up: On confirmation of the agreement, Sixt shall inform the Customer of the exact place, date and time that the Customer may pick up the vehicle. The place, date and time of delivery may not be modified once they have been confirmed by Sixt. Should the Customer fail to pick up the vehicle on the confirmed pick-up date, the contract with Sixt executed by the Customer shall not be affected or terminated. The Customer has 29 days following the original confirmed pick-up date in order to collect the vehicle from the corresponding Sixt office. Should the Customer fail to collect the vehicle within this period, the SIXT+ subscription agreement shall be automatically terminated at the end of the first thirty (30) day billing period, without the need to send a separate termination notice.

On collection of the vehicle, the Customer must show the payment method used to make the online reservation. The payment method must be issued in the name of the contracting party included on the SIXT+ agreement. If the Customer is unable to show the corresponding payment method on collection of the vehicle, and should it prove impossible to agree on an alternative payment method at that time, Sixt may refuse to make delivery of the vehicle. Should this occur, the Customer shall have the opportunity to present a valid payment method within a period of 29 days. If the Customer fails to present a valid payment method within the aforementioned time period, Sixt shall be entitled to terminate the contract. In such cases, the Customer is not entitled to claim non-compliance or the reimbursement of the rental tariffs paid in advance, or the subscription fee.

#### **E: Agreement duration, cancellation, billing period, tariffs and payment terms and conditions**

1. Agreement duration: The agreement is for a minimum of 30 days, starting on the date stipulated for the confirmed vehicle delivery as notified to the Customer by Sixt. Once the minimum period has elapsed, the validity of the agreement shall be automatically extended for successive thirty (30) day periods (referred to as the "thirty (30) day billing period"), unless either party terminates the agreement, in accordance with the provisions stipulated in these GTC for SIXT+.
2. Termination by the Customer: The Customer may cancel the agreement at any time by returning the vehicle to a Sixt office. The act of returning the vehicle to a Sixt office is considered an ordinary termination of the existing contract, effective from the end of the thirty (30) day billing period during which the vehicle was returned.

The Customer may express the wish to terminate the agreement prior to the start of a further thirty (30) day period, provided that said notification is given at least seven (7) days before the end of the thirty (30) day period in process. Notification may be made by sending an email to [plus-es@sixt.com](mailto:plus-es@sixt.com). Should the Customer express the wish to terminate the Sixt+ agreement but fails to provide the required seven (7) days' notice, prior to the start of the next thirty (30) day period, a fee of EUR 39.99 shall be charged.

The provisions of Chapter E: section 7 (vehicle return) are applicable to vehicle returns. To avoid confusion, it is hereby stated that a vehicle return prior to the end of a thirty (30) day billing period does not imply the early termination of the agreement, and Sixt may continue to charge the Customer the rental tariff until the agreement is terminated on the ordinary scheduled date.

3. Termination by Sixt: Sixt may terminate the agreement by notifying the Customer at least fourteen (14) days prior to the end of the thirty (30) day billing period in which notice of the termination is given. Termination by Sixt must be sent in text format (an email is sufficient). Notwithstanding, Sixt may only terminate the contract once three months have elapsed following the start of the Sixt+ agreement.
4. Registration fee: A one-off registration fee applies when the agreement is executed, pursuant to the applicable terms and conditions described in the reservation process. This fee is payable together with the contractually agreed rental tariff for the first billing period. The inscription fee is independent of the initially agreement duration. The Customer is not entitled to the reimbursement of the inscription fee, except in those cases stipulated by law.
5. Recurring tariff and due date: The agreed recurring rental tariff, together with the optional extras used, must be paid in full. The agreed recurring rental tariff shall be charged in advance for the following thirty (30) day period, whilst the registration fee is payable when the first rental tariff is invoiced following subscription confirmation (corresponding to the first thirty (30) day period). Therefore, the rental tariff corresponding to the first thirty (30) days (the minimum period) is payable immediately following confirmation of the online subscription. Sixt is not required to pay interest on any payments received in advance. All prices are inclusive of the legally required VAT.

As a guarantee of compliance with the obligations, the Customer must deposit an amount in the form of a guarantee prior to the start of the first thirty (30) day period. The deposit shall consist of a fixed amount in accordance with the vehicle group the rented vehicle belongs to. This fixed amount is listed in the table below. By means of an example, rental of a vehicle in the CDMR=C\*\*\* group requires a EUR 300 deposit. The group to which a specific group belongs may be consulted at any time online at <https://www.sixt.es/flota-de-coches/> or by telephone or at any Sixt office.

Car		
Vehicle Group	Security Amount	Currency
E***, C***, I***, S***	300,00	EUR
F*** P***, L***	500,00	EUR
X***	3000,00	EUR

6. Accepted payment method: The Customer must provide a valid payment method during the online request process in order to pay both the rental tariff stipulated in the agreement and the registration fee. The Customer authorises Sixt to debit from the specified payment method the tariff stipulated in the agreement (rental tariff, registration fee, any possible additional fees, etc.). The Customer is liable for all amounts pending. If a payment cannot be correctly processed because the payment method has expired, or due to insufficient credit, or payment fails for any

other reason, and the agreement has not been correctly resolved, the Customer shall receive notification (e.g. via email or a push notification on the App) from Sixt, requesting the provision of a valid payment method. In this case, the Customer has 24 hours following receipt of the aforementioned notification to provide a valid payment method that can be used to debit or charge the contractually agreed payments. Should the Customer fail to comply with this obligation within the aforementioned time period, Sixt shall be entitled to demand the immediate return of the vehicle by the Customer and to block access to the service provided until a valid payment method is successfully given.

The Customer may update the payment method on the Sixt App at any time. Following each update, the Customer shall authorise Sixt to continue applying charges to the payment method in question.

7. Vehicle return: Without prejudice to the option of terminating the contract at any time by returning the vehicle to any Sixt office, the Customer must use the Sixt App to arrange an appointment for the return of the vehicle at least seven (7) days prior to the billing period in process and to agree a binding return date at a Sixt office.

An additional fee of EUR 39.99 shall be charged in the following cases:

- (i) the Customer fails to arrange a return date and returns the vehicle to a Sixt office with no prior notice, or;
- (ii) the Customer agrees a return date, but fails to comply with said date, or;
- (iii) the Customer arranges a date for the return of the vehicle to an office, but then returns said vehicle to a Sixt office other than the one agreed.

The aforementioned fee shall not be charged if the Customer can prove no responsibility for the circumstances that led to the charge of this fee, or that Sixt did not incur in any costs or that any such costs were significantly lower than the amount included under the list of additional fees. Sixt is entitled to make an additional claim for damages. In such cases, the fee claim shall be compensated with any additional compensation for damages arriving from said non-compliance of obligations.

8. Termination for justified reasons: The right of both parties to terminate the agreement for justified reasons remains unaltered.

Sixt is entitled to terminate the agreement for justified reasons, and in particular in the following cases:

- The payment method provided by the Customer is not covered.
- The Customer violates the applicable laws and regulations.
- The Customer drives without a driving licence or enters or attempts to enter a country corresponding to a zone where a cross-border travel is forbidden for the rental category.
- The Customer uses the Sixt vehicle in a manner that infringes both the contractually agreed and permitted uses.
- The Customer places the value of the Sixt vehicle at risk by failing to comply with the binding care obligations.
- The Customer passes the vehicle on to an unauthorised third party; namely, a person that has not been authorised by Sixt to drive the vehicle.

- The Customer fails to hand over the vehicle to Sixt in accordance with the instructions given by the latter.
- The Customer commits a serious or repeated infringement of these GTC for SIXT+ or the General Terms and Conditions of Rental (GCT) and fails to immediately resolve said infringement despite receiving notification from Sixt to this effect.

## **F: Reservation of optional extras**

1. Optional extras when reserving online: If, when executing the agreement online or on collection of the vehicle from the Sixt office, the Customer reserves optional extras that are not included in the rental tariff (e.g. a satellite navigation device or child car seat, etc.), said optional extras shall be charged in the following thirty (30) day billing period. If an optional extra is reserved on collection of the vehicle at the office, the fee shall be authorised for the corresponding payment method when the next invoice is due.
2. Optional extras during the validity of the agreement: The Customer may consult the optional extras reserved (e.g. reserved mileage packages) via the user account on the SIXT App at any time whilst the agreement remains in force and modify them for future billing periods. In these cases, the availability and fees shown on the SIXT App shall apply. Optional extras reserved at a later date shall be billed on the following invoice and shall continue to be charged until they are cancelled by the Customer. Optional extras may only be reserved for full thirty (30) day billing periods.

## **G: Final provisions**

1. Applicable legislation:  
Spanish legislation shall apply, as Spain is the territory in which the services are provided.
2. Divisibility clause: In the event that any of the above terms and conditions are held or found to be invalid and unenforceable, this shall not impair the validity or enforceability of the agreement, and shall not mean that the Sixt+ agreement shall be totally or partially invalid or null and void. Furthermore, the validity of all remaining provisions shall remain unaffected.

## List of additional fees for SIXT+ Spain – Passenger cars

### Registration fee

A one-off registration fee shall be charged per agreement.

Category	Registration fee
Economy - Extraordinary	299,00 €
Category CLAE	199,00 €

### Vehicle change

SIXT has a brand new premium fleet. It is therefore essential to abide by the fleet useful life periods and maximum mileage permitted for the vehicles. Failure to comply with these parameters causes damages for Sixt. On collection of a vehicle included in a SIXT subscription, the Customer undertakes to return the vehicle prior to end of the agreed rental period if said vehicle reaches the maximum permitted mileage stipulated in the rental agreement. If the mileage stipulated in the rental agreement is reached before the end of the agreed rental period, The Customer shall be provided with a replacement vehicle of an equivalent category for the remainder of the rental period.

If the vehicle is not returned on the specified date and/or the permitted mileage is exceeded by more than 100 km, as stipulated in the rental agreement, the Customer shall be charged a service fee of EUR 500.00.

The vehicle may be exchanged for an alternative model, always on request and subject to availability. A fee of EUR 49.00 applies to exchange processes initiated by the Customer and shall be charged regardless of whether the vehicle model corresponds to the same or a higher /lower category.

If the vehicle is exchanged for a model corresponding to a category other than that reserved, the following shall apply in order to adjust the standard tariffs:

1. An exchange for a vehicle in a higher category shall imply that the higher category tariff shall apply for the entire thirty (30) day billing period in process.
2. An exchange for a vehicle in a lower category shall only imply a tariff adjustment for the following thirty (30) day billing period.

### Replacement vehicle guarantee

This is an optional service consisting of a replacement vehicle provided free of charge in the event of damage to the rented vehicle that is not the result of serious negligence or malice by the Customer and that prevents the circulation of the rented vehicle. For a monthly fee of EUR 14.99 and a SIXT+ subscription agreement, the Customer may rest assured that even in the unlikely event of an accident, and provided that it is not the result of serious negligence or malice by the Customer, a replacement vehicle will be provided to guarantee continued mobility. The Customer will not have to wait for the vehicle assigned to the subscription to be repaired or remain immobile.

### One-Time Replacement Car Fee

If you had an accident caused by yourself and no Replacement car guarantee booked, you can still remain mobile with your Sixt+ subscription. For a one-time payment of EUR 199.00 (per replacement car request), we immediately serve you with a replacement car depending on availability to continue with your subscription without any delay due to necessary repair work on the damaged vehicle.

### **Additional driver**

A monthly fee of EUR 24.99 is charged for the additional driver service.

### **Young driver**

An additional monthly fee of EUR 79.99 shall apply to drivers under 23 years of age.

### **“Diesel Option” fee**

Subject to availability, this service, which has a monthly charge of EUR 19.99, consists of the provision of a vehicle with a diesel engine. If this service cannot be provided due to a lack of availability, the fee shall be refunded in full. This service is only available for certain groups of selected vehicles.

### **Country roaming fee**

A fee is charged for foreign travel to countries included in Zone 1 (details of the Zones and territorial restrictions are given in the General Terms and Conditions of Rental for Sixt). In the case of one-way only rentals, this fee is additional to the “one-way” fee. The roaming fee is charged at a monthly rate of EUR 19.99.

### **“Manufacturer option” fee**

Subject to availability, a vehicle from a particular manufacturer can be provided for an additional monthly fee of EUR 39.99. If, said vehicle cannot be provided for reasons of availability, a full refund will be given for the fee charged. This service is only available for certain groups of selected vehicles.

### **Additional equipment**

	<b>Precio por mes</b>
Baby Seat (0-13 kg/Group 0+)	39,99 €
Child Seat (0-10 kg,9-18 kg/Group 0/1)	39,99 €
Booster Seat (15-36 kg/Group 2/3)	24,99 €
Navigation System	29,99 €

## Protection options

<b>Super Top Cover (BF)</b>	<b>Price per month</b>	<b>EUR deductible BF</b>
Economy – Compact	99,99 €	500 €
Intermediate – Full Size	119,99 €	500 €
Premium – Extraordinary	159,99 €	800 €

<b>Tire and Glass Protection (TG)</b>	<b>Price per month</b>
Economy – Compact	24,99 €
Intermediate – Full Size	29,99 €
Premium – Extraordinary	39,99 €

<b>Roadside Protection (BC)</b>	<b>Price per month</b>
Economy – Compact	29,99 €
Intermediate – Full Size	29,99 €
Premium – Extraordinary	29,99 €

<b>Interior Protection (BQ)</b>	<b>Price per month</b>
Economy – Compact	29,99 €
Intermediate – Full Size	29,99 €
Premium – Extraordinary	29,99 €

## VAT

21% / 7 % – 15 %

All rates are inclusive of VAT (If VAT incurs).

11.11.2021