

Terms and Conditions of rental KAFOUROS EMMANOUIL

VAT No.: 129643250, GEMH No.: 066793003000, based in Greece and with a Rent a car operating license by EOT No. 1174E81001206701

A. GENERAL PROVISIONS

These terms and conditions, as well as our company's privacy and cookies statement, constitute the agreement we have concluded for the vehicle rental services we provide. The contracting party refers to the main driver, meaning the person making the reservation (Lessee).

During the contract, our communication will be with the main driver of the confirmed reservation.

These terms will apply to all contracts for the provision of our services to the exclusion of all other terms and conditions. No action by us shall be deemed to constitute acceptance of any other terms. Acceptance of the services or signing of any agreement shall be deemed conclusive evidence of your acceptance of such terms.

We may change the terms from time to time and we recommend that you check our website at www.travelclubnaxos.com to be notified of any changes to the terms that apply to you.

Your rental of any vehicle is subject to the vehicle rental terms and conditions imposed by T.C.N and in the corresponding legislation of the country within which the rental takes place.

These terms apply to any reservation you make from our physical stores, partner stores or via our website www.travelclubnaxos.com and therefore, you should be aware of their content. Both our terms and the terms of the car rental companies we work with include certain exclusions and limitations of liability which we inform you of here.

The reservation you make from our physical stores, partner stores or through our website www.travelclubnaxos.com is subject to your full acceptance of our terms. If you do not agree with any part of them, you should not proceed with the reservation.

By confirming your wish to make a reservation you indicate that you have read, understood and accepted our terms. If you do not fully understand any part of them or have any questions about renting a vehicle or any other product we offer, please contact us using one of the available contact methods.

The Greek courts are responsible for any claims that may arise.

The translation of this document from Greek to another foreign language is carried out exclusively for the purpose of facilitating communication with foreign customers and in no case can the meaning of the translation prevail over the original text.

B. RENTAL TERMS

1. DRIVING LICENSE: The driver must hold a license for at least one year. His driver's license must be Greek, European for EU countries or International for non-EU countries and included in the Geneva Convention. For more information on the accepted driver's license by country, [click here](#).

2. DRIVER'S AGE: The driver must be at least 21 years old and at most 75 years old. Drivers younger or older than the above limits, in order to be allowed to drive the vehicle, must be declared during the reservation process and if approval is given, to pay the specified reinsurance premium which is set at €6 including VAT per day and be listed in the lease agreement.

3. ADDITIONAL DRIVER: In case you wish the vehicle to be driven by additional drivers other than the main driver, then the Lessee must pay the amount of €4 including VAT per day for each additional driver.

4. MINIMUM RENTAL TIME: Three (3) days (72 hours).

5. PERMITTED KILOMETERS: T.C.N gives you unlimited mileage when renting your vehicle.

6. CONFIRMATION OF THE RESERVATION: In most cases, we will confirm your reservation immediately, using the email address you entered when making the booking. In order to complete your reservation and before picking up the vehicle, we must have received your ID or passport, driving license and recent proof of your main residential address in electronic form, so that they can be checked, certified and to be registered in our system. Not sending, refusing to send or not being able to certify any of the above documents is equivalent to immediate cancellation of your reservation and refund of your money. The company reserves the right to confirm the correctness of the customer's contact information (mobile phone), by calling the customer directly solely for the purpose for which the information was obtained, i.e. the rental of the vehicle.

7. PAYMENT: All reservations of T.C.N should be pre-paid based on the selected payment method and in a period of time that you will be informed about during the reservation process. The Lessee must present a credit card accepted by T.C.N to cover the amounts related to the guarantee and the payment of rental costs.

8. GUARANTEE: Upon receipt of the car, a guarantee amount will be reserved on the credit card of the contracting party from €350 to €800 depending on the category of the vehicle you selected, which will be returned in full at the end of the rental, as long as no other charges arise. The release of the amount can take up to 14 days depending on the issuing bank of the card. The amount of the guarantee varies by car category.

9. RENTAL THAT WAS NOT MADE: The vehicle will be reserved and available for you. In the event that you have not received one (1) hour after the scheduled collection time T.C.N reserves the right to cancel the reservation without obligation to keep the vehicle reserved, nor to refund the amount you have prepaid.

10. RESERVATION CANCELLATION: Cancellation of your reservation up to seven (7) days before its start is Free. Otherwise, the Lessee is charged with the amount he paid as a down payment, or if he has prepaid the entire reservation, he is charged with 20% of the total amount including VAT.

11. DELAYED RETURN: The rental prices of the vehicles per day refer to a duration of 24 hours starting from the beginning of the rental time. The T.C.N will not charge you even if you delay the return of the vehicle one (1) hour after the pre-agreed rental period. If the vehicle is returned after this time and up to 6 hours later, within business hours, you will be charged an additional day. If the vehicle is not returned even six (6) hours after the pre-agreed rental end time and within business hours, then the Lessee from the sixth (6) hour of unjustified delay and thereafter, in addition to the daily rental, will be charged an additional 50% for every additional twelve (12) hours of unexcused delay.

12. LEASE EXTENSION: The Lessee may not extend the lease without the prior timely notice and written consent of T.C.N. Provided that the lease extension is agreed upon and approved in writing by T.C.N you will need to sign a new lease agreement and prepay the new rent.

13. RETURNING THE VEHICLE EARLY: Remember that there is no possibility of refunding any amount of money if for any reason you return the vehicle before the date and time indicated in the rental agreement.

14. DELIVERY & COLLECTION: The Lessee received the vehicle, which he examined and found to his absolute satisfaction, in excellent condition and suitable for the use and purpose for which he is renting it. The T.C.N reserves the right depending on availability to provide a different type of vehicle than the one originally booked with one of a similar or higher category. The Lessee is obliged to return to the lessor the vehicle and all forms, tools and accessories that accompany it, in the condition in which he received it, full of fuel or at the same level as he received it and at the place and time specified in the rental agreement. Otherwise, and after the agreed return period, the Lessee is obliged to comply with the corresponding articles herein. It also becomes responsible to pay the lessor compensation for any proven positive and collateral damage. The Lessor reserves the right to regain possession and use of the vehicle at any time without notice and without the Lessee's consent, but at the Lessee's expense, from anywhere and by any means, in any case where, at its discretion, there is a risk of damage or loss vehicle as well as the risk of non-collection of the compensation for use and any other compensation due. The lessor has the right, apart from the above case, to regain possession and use of the vehicle if and as long as it was used or is being used in violation of the terms of this agreement or the predetermined rental period.

15. LIABILITY: The Lessee expressly agrees that the lessor is not responsible for any positive or consequential damage suffered by him or third parties during the lease and no claim can be raised against the lessor for the above reason.

16. REPLACEMENT OF RENTAL VEHICLE: In the event that for any reason, whether it arises from the Lessee's fault (for example, an accident, etc.), or from the fault of the vehicle itself (for example, damage, etc.), the use of the vehicle becomes impossible, T.C.N will replace the vehicle by concluding a new rental agreement based on availability and only if it has another available vehicle at its disposal, without committing in advance and not being obliged to any positive or dispositive compensation to the Lessee.

17. HOURS OF OPERATION: Any pickups / deliveries from 09:00 to 21:00 daily are completely free. If you need to pick up or drop off your vehicle outside of this time frame, there is an additional cost of €15 including VAT per route, unless otherwise agreed in your rental agreement.

18. LIABILITY INSURANCE: All those declared and approved by T.C.N drivers are insured with civil liability against third parties for death, bodily injury and property damage in accordance with the limits set by Greek legislation. The coverages are subject to the general conditions of T.C.N's contract with its Insurance company. All insurance covers and exemptions apply provided that the Lessee has fully complied with all terms and conditions.

19. THEFT & FIRE INSURANCE: T.C.N provides you with free insurance coverage in case of theft and fire of the vehicle. Information on terms, conditions, any exemptions and additional costs can be obtained at the time of booking and before the vehicle is collected.

20. C.D.W. INSURANCE (Collision Damage Waiver): The Lessee at additional cost and by assuming the amount of the waiver of the insurance policy, can cover the responsibility of his fault in the event of an accident. Information on terms, conditions, exemptions and additional costs can be obtained at the time of booking and before collecting the vehicle.

21. DRIVER & PASSENGER COVERAGE (P.A.C): T.C.N provides you with free personal accident coverage for driver and passengers in the event of death and total/partial disability from a road accident. Information on terms, conditions, any exemptions and additional costs can be obtained at the time of booking and before the vehicle is collected.

22. INSURANCE COVERAGE EXCLUSIONS: No insurance coverage applies: a) for damage caused by driving on unpaved roads, b) for damage caused to the underbody of the vehicle, tires, rims, mirrors, antenna, seats, locks, keys, c) for damages caused during the transport of the vehicle by ship or other means, d) for accidents caused by a driver not declared in the rental agreement, e) for damages caused by a driver who was under the influence of alcohol or other substances, f) for personal items inside the vehicle, g) for accidents that occurred after or during a violation of the Road Traffic Code, h) for accidents for which the Lessee does not follow the process of informing and recording the incident defined herein, in the insurance policy, in the insurance and civil legislation, i) for loss of keys, j) for damages from adulterated or incorrect fuel.

23. ROAD ASSISTANCE COVERAGE: The T.C.N provides you with free roadside assistance cover, which includes towing the vehicle after a mechanical or electrical breakdown. A necessary condition is the prior updating of T.C.N. For other cases of using roadside assistance, there may be special conditions, limitations, exceptions and/or charges which are stated in the contract maintained by T.C.N with his Insurance company and in the present.

24. SPECIAL TERMS OF ROAD ASSISTANCE: Use of roadside assistance to unlock the vehicle due to the keys being locked inside the vehicle is not covered and is charged at €15 including VAT. Use of roadside assistance for tire replacement/repair is not covered and is charged at €15 including VAT. Use of roadside assistance to tow the vehicle from an unauthorized road or from a road where it is not possible to move the roadside assistance crane is not covered and is charged at €120 including VAT. Use of roadside assistance due to lack of fuel is not covered and is charged at €15 including VAT + fuel value. In these cases the Lessee is obliged to contact T.C.N who will take care of servicing the vehicle and charge the Lessee with the corresponding cost.

25. ACCIDENT: In the event of an accident, the Lessee is obliged to contact T.C.N immediately to get instructions on how to handle the situation. He is not allowed to leave the scene of the accident without declaring the accident. If the Lessee cannot contact T.C.N should contact the police directly. He is not allowed to move the vehicle so that he is able to provide any information requested to clarify the circumstances that caused the damage or accident and to draw up the necessary documents from the insurance and public authorities. If the Lessee does not report the damage or the accident within two (2) hours from the time it occurred, he automatically assumes responsibility and is obliged to cover the cost of repairing the damage and/or any claim of an unnecessary third party. If the Lessee or any third party is injured, you must notify the police / ambulance. In any case, the photos are helpful.

26. ACCIDENT FILE EXPENSES: The Lessee is charged €30 including VAT in the event of an accident, regardless of fault. This amount is non-refundable.

27. FINES AND VIOLATIONS: All fines and administrative penalties resulting from the Lessee's fault shall be fully borne by the Lessee.

28. FINE FILE COSTS: The Lessee is charged €15 including VAT, in the event of a fine resulting from a violation of the Road Traffic Code. This amount is non-refundable.

29. CHILDREN'S SEATS: Available only after reservation and at a charge of €5 including VAT per day.

30. NAVIGATOR – GPS: Available only after reservation if there is availability and with a charge of €8 including VAT per day.

31. ROOF GRILL: Available only after reservation if there is availability and with a charge of €6 including VAT per day.

32. SNOW CHAINS: Available only after reservation if there is availability and with a charge of €6 including VAT per day.

33. PETS: Pets are not allowed.

34.SMOKING: Smoking of any type of cigarette (regular, electronic, thermal, etc.) and/or tobacco is prohibited.

C. USE OF VEHICLE

The Lessee is obliged to take care of the vehicle, keep it in good condition and check its mechanical condition, oil and water level, tires, etc. and generally the safety of its movement. Any repair of the vehicle by the Lessee or another third party is prohibited without the prior approval of T.C.N The vehicle is prohibited:

1. to be used to transport persons or objects for a fee
2. to be used for driving on sand, beaches, dry lakes, and generally off-paved roads
3. to be used for driving on restricted roads
4. be used to tow cars or other objects
5. be used to participate in or follow any speed races
6. to be used for subletting to third parties
7. to be used for purposes contrary to Greek laws
8. to be used if the Lessee or the declared and approved additional driver is under the influence of alcohol, alcohol, hallucinogens, drugs, barbiturates or any other substance that affects his ability to drive the vehicle
9. to be used in violation of any customs, traffic or other regulations and insurance policies
10. to be used by any third party other than the Hirer and any declared and approved additional driver
11. to be driven by any person who has had a license confiscated or has never held a driving license appropriate for the particular vehicle or is not a declared and approved driver on the rental agreement
12. be used to carry or move heavy luggage, flammable materials, dirty or smelly objects, prohibited substances, drugs, etc.
13. to drive in violation of traffic rules and parking rules
14. to be used to carry out illegal transportation of nationals or foreigners or to commit illegal acts
15. to travel by ship and move outside of Naxos without the written approval of the lessor

T.C.N has the right to request compensation from the Lessee equal to the cost of repairing the damage if any damage is caused to the vehicle, which is indicative and not limiting, due to the above cases.

D. PERSONAL DATA: The lessee consents to T.C.N collecting and processing his personal data, of special categories - sensitive and non-sensitive, which will be included as elements of the transactional relationship throughout its duration, but also after its termination and for as long as it is necessary to defend its rights. The Lessee also agrees and accepts that T.C.N will keep on file and process the personal data, of special categories - sensitive and non-sensitive, for the purpose of supporting, promoting and executing the business relationship. The criterion for determining the time during which the personal data will be stored is the necessity of safeguarding the interests of the Lessee, but also of T.C.N. T.C.N in the context of the transactional relationship, is authorized to transmit personal data to the persons cooperating with it, such as its employees, insurance companies, cooperating insurance agencies, experts, booking service management companies, doctors, public or judicial authorities. The Lessee also declares that he has been notified of the rights provided for by EU Regulation 679/2016 (access, rectification, deletion, limitation of purpose, portability and objection), as well as the other Regulations and Laws that apply from time to time for the protection of the individual from the processing of personal data, which he may exercise in writing. It was also informed that the relevant policy for the protection and management of Personal Data, as well as the relevant templates, can be found on the Company's website www.travelclubnaxos.com