

## **SELF DRIVES BY MOTORCYCLE IN PORTUGAL 2022**



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\*Prices in this document are for information only; they were issued at press time, for the current year. Please note that due to exchange rates and temporary promotions, they can increase or decrease at any time. Contact your travel agent for the price and promotion of the moment.

## SELF-RIDE: DOURO SIGHTS AND HISTORICAL VILLAGES

**8 DAYS / 7 NIGHTS from Porto to Lisbon**  
**Unique sensations and traditional flavors!**

### ITINERARY

#### DAY 1 PORTO

Welcome to Portugal! Upon arrival, meet and greet by an English speaking driver and transfer to Hertz Station to pick up your motorcycle. Ride up to Porto for 2 memorable nights.

**Accommodation: Porto for 2 nights at Hotel Porto Bay Teatro or similar**



#### DAY 2 PORTO

After breakfast we suggest a quick visit to Porto's major sights, such as, visit to magnificent Porto city: Avenue dos Aliados, Torre dos Clérigos, and Lello bookshop. Continue towards Vila Nova de Gaia to visit the Porto wine cellars and some tasting. If any time is left, ride to Foz (coast) and enjoy the beautiful sights.



#### DAY 3 PORTO - SABROSA (112 km)

After breakfast at the hotel, the challenge begins. Point the wheel to the historical N108 and follow the Douro River upstream doing the same corners that Porto Wine did (but backwards). You will find a huge number of small scenic villages. Stop at your convenience, either to take a breath or to admire this astonishing landscape.

**Accommodation: Sabrosa for 1 night at Quinta da Veiga or similar**



#### DAY 4 SABROSA - BELMONTE (145 km)

Breakfast at the hotel. Continue this adventure by taking the National roads, crossing south of the Douro River and entering this mountainous area of the Portuguese interior. Here, in the region, the granite rock predominates and it is possible to observe huge natural formations of this mineral.

**Accommodation: Belmonte for 1 night at Convento de Belmonte or similar**

We highly recommend visiting the following villages:

**Marialva**, built on top of a mountain, imposingly rising as a town frozen in time, this village takes you to the deepest roots of the country's history, in a scenario that reveals one of the living relics of Portuguese ancestry. The streets are lined up with buildings that have stood the test of time and lead to the citadel surrounded by gothic walls. Settled by the Aravi, it was later conquered by the Romans, then the Arabs until the final victory of King Fernando the Great in his historic conquest of the Beiras in 1063. Nowadays, with its imposing castle, walls and a solid keep rising from the rocks, Marialva stands out in the Interior Beira landscape, rising like a memory from medieval times.



**Trancoso**, today's peace and quiet in its centuries-old castle, contrast with the alarms and fears experienced by people of other times. It was a border town, the stage for fights and battles that were decisive to the formation and independence of the kingdom. Cherished by kings, it received important privileges. King Afonso Henriques granted it a municipal charter and King Afonso III a fair charter. King Dinis commissioned the construction of the walls that still protect a town where Christians and Jews lived side by side.

**Almeida**, because of the need to modernise its outdated medieval structures, after the restoration (1641), Almeida built a new war infrastructure that was suited to the new artillery enabling it to control the border. The stronghold is hexagonal in shape and consists of six bulwarks, each with its own ravelin. The town within the walls still has a substantial number of military buildings and very interesting civil architecture.

**Castelo Rodrigo**, as a whole, is a genuine location of monuments preserving important medieval references. The most valuable features of its historical heritage are the old walls, the ruins of Cristóvão de Moura Palace, the 16th-century pillory, the medieval church, the parish church, the medieval cistern, and inscriptions attesting to the existence of a substantial new-Christian community. For more than 600 years, Castelo Rodrigo was a town and municipal seat. More than once in the country's history, its inhabitants showed their courage and loyalty to the crown.



**Castelo Mendo**, this predominantly medieval village is divided into two walled sections, the Citadel and Barbican. The oval citadel is the old town, which grew up after a charter from King Sancho II. The new town, or Arrabalde de S. Pedro, is protected by a Dionysian wall that once boasted eight towers. They were partially destroyed by the 1755 earthquake. It still has its five gates, however (Vila, Guarda, Sol, Traição and D. Sancho gates).



#### DAY 5 BELMONTE - SERTÃ (156 km)

After breakfast, enjoy the historical city of Belmonte. On the way to Sertã you will also find 2 other historical villages:

**Sortelha**, one of the oldest and most beautiful towns in Portugal. It has kept its physiognomy all this time and is considered one of the best preserved town. A visit through its streets and alleys, enclosed in a defensive ring and watched over by a lofty 13th century castle takes outsiders back to past centuries among medieval tombs, by the Manueline pillory or in front of the renaissance church.

**Castelo Novo**, set in a natural amphitheater, located in the heart of Serra da Gardunha, in shades of green and grey, we find Castelo Novo, one of Portugal's historical villages, enveloped in an aura of mystery. Here we feel something fascinating that surrounds and balances us. Everything inspires us, captivates us, from the sound of water gushing from the springs to the timeless granite that sustains the village and carves its dwellings, the temples, paving, squares, all a matchless architectural heritage.

**Sertã**, located in the center of Portugal, is ideal for any traveler wishing to discover the most authentic Portugal with incredible scenic beauty: 80% of the region is surrounded by the reservoirs of Cabril, Bouçã and Castelo de Bode and the villages of Xisto (stone villages)

**Accommodation: 1 night in Sertã at Convento da Serta or similar**

#### DAY 6 SERTÃ - LISBON (209 km)

Breakfast at the hotel. On the way to Lisbon, stop in Tomar - the development of the city is closely linked to the Order of the Templars, which received these lands in 1159 as a reward for the assistance they gave Dom Afonso Henriques (the First King of Portugal) in the Christian reconquest of the territory. It was Dom Gualdim Pais, the first Grand Master of the Order in Portugal, who founded the castle and the remarkable interior of Convent of Christ. Enlarged and altered over the centuries, this retains the influences of various architectural styles. It is the centerpiece of the city and classified as a World Heritage site by UNESCO.

**Accommodation: Lisbon for 2 nights at Hotel Neya or similar**



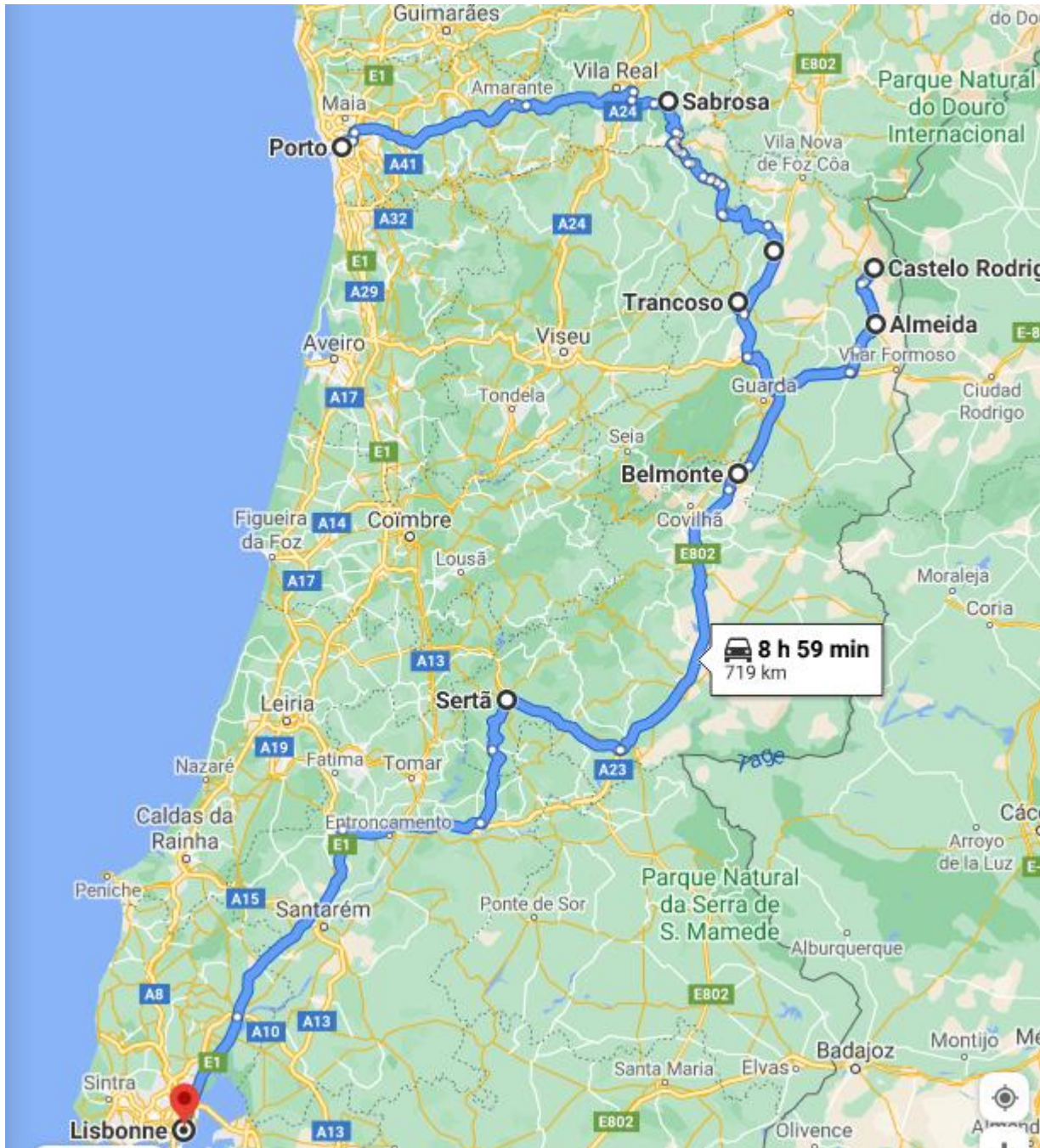
#### DAY 7 LISBON

After breakfast at the hotel, we suggest a visit to discover Lisbon: Edward VII Park, Liberty Avenue, Rossio Square, and Quarter of Belem, from which the Portuguese Caravels sailed off to the epic maritime discoveries. Jerónimos Monastery and the Tower of Belem, both considered as World Heritage, which represent the most luxurious and prestigious times of the Portuguese Monarchy. Sintra, the town where the royal family spent their summers and where you will find the town's National Palace, the impressive and romantic Pena Palace. Cascais, with its Boca do Inferno wave waterspout and the magnificent panorama out over the Bay of Cascais and the coast, and, finally, Estoril with its famous Casino.

#### DAY 8 LISBON

After breakfast, return of the motorcycle at the Hertz station located in Lisbon's city center. Transfer to Lisbon airport.

**\*\*The visits mentioned in this itinerary are only suggestions. Clients are free to explore according to their own interests.**



**PRICES IN CAD\$ PER PERSON - DAILY DEPARTURES 2022**

Price per person	Nov 1 to Dec 31	Jan 1 to March 31	April 1 to April 8 April 18 to June 28 Sept 16 to Oct 31	June 29 to Sept 15
Double occupancy	2180	2360	2380	2445
Single occupancy	On request	On request	On request	On request

\*Weekend supplements (Saturday nights and Holidays' Eve):

Hotel Convento Belmonte – +\$20 per person / per night

**Above rates do not include Christmas, New Year's Eve, Carnival and Easter supplements**

**INCLUSIONS**

- 2 nights in double / twin room at Hotel Porto Bay Teatro 4\* / Porto  
<https://www.portobay.com/en/hotels/porto-hotels/portobay-hotel-teatro/>
- 1 night in double / twin room at Quinta Da Veiga 4\* / Sabrosa  
<https://www.center.pt/EN/detalhes-quinta-da-veiga>
- 1 dinner for 2 persons at hotel restaurant with drinks included -1 entrée, 1 main dish, dessert and ½ bottle house wine red or white wine
- 1 night in double / twin room at Convento de Belmonte 4\*  
<https://www.conventodebelmonte.pt/en/>
- 1 night in double / twin room at Convento da Sertã 4\*  
<https://conventodasertahotel.pt/>
- 2 nights in double / twin room at Hotel Neya 4\* / Lisbon  
<https://lisboa.neyahotels.com/en/>
- Daily breakfast
- Private arrival transfer from Porto airport to Hertz Station in Porto
- Private departure transfer from Hertz Station in Lisbon to Lisbon airport
- 1x Motorcycle-hire shared for 2 persons Grp BMOE (BMW R1250GS) – 8 day motorcycle-hire from Hertz with P/U at Porto Hertz Station and D/O at Lisbon Hertz Station (See Hertz motorcycle hire general conditions below) – limited at 300KM/day of rental (extra kms charged at 0.36€/KM)



R1250 GS

**Not included** · International flights - Entrances fees to sites and museums - meals and beverages (unless specified) – tips - road tolls - parking and any other charges not mentioned under “inclusions”.  
City taxes to be paid locally by clients: Lisbon (2 Euros per person/night) and Porto (2 Euros per person/night)  
Other cities might apply city tax without previous notice and the ones mentioned here can change without prior notice

**IMPORTANT NOTES**

The distances were calculated on the quickest/closest way to get from city to city. The motorcycle fleet is never older than 7 months. Lower motorcycle categories available on request

[ALL TERMS AND CONDITIONS FOR HERTZ RIDE PORTUGAL – CLICK HERE](#)



## SELF RIDE TOUR – CENTER AND SOUTH OF PORTUGAL

### 8 DAYS / 7 NIGHTS from Lisbon to Albufeira

#### ITINERARY

##### DAY 1 LISBON - CASCAIS

Upon arrival, meet and greet by an English-speaking driver and transfer to Hertz Station to pick up the motorcycle and let the journey begin. Don't lose the chance of visiting:

**The romantic Sintra area**, with its unique palaces. On top of one of Sintra's hills is the Romanticism of the 19th century, Pena Palace. Once there, it is mandatory to visit Cabo da Roca, the westernmost point of mainland Europe and its "challenging" road to get there.

**Lisbon** is also a must with its World Heritage monuments, Jerónimos Monastery and the Tower of Belem, the quarters of Alfama and Mouraria, the magnificent St. George's Castle. Get back to Estoril by the seaside road "marginal" following the flow of Tejo River.

**Northwest Óbidos**, the charming medieval walled town of Óbidos within the old beautiful castle walls and known for its typical white houses, flowered windows and narrow streets paved with beautiful stone. Enjoy the northwest area as well, the national Monuments in Batalha, Alcobaça and the most picturesque fishing town of Nazaré, a good place for a lunch break. Drive up to Cascais where you will stay for 2 nights.

**Accommodation:** Cascais for 2 nights at Hotel Vila Galé or similar



#### DAY 3 CASCAIS - EVORA (160 km)

On the way to the capital of Alentejo region, Évora, a “living museum” classified by UNESCO as a World Heritage City and the perfect place to taste the delicious Alentejo cuisine, make a stop to enjoy the view of the Troia Peninsula from the Arrabida National Park. Then pass by Setubal, and enjoy the local gastronomy before continuing the journey. In Évora we recommend a visit from Giraldo square through the handicraft streets to the Roman temple, the Cathedral and St Francis Church with its unique Bones Chapel.

**Accommodation: 1 night at Hotel Vila Galé Evora or similar**

#### DAY 4 EVORA - BEJA (140 km)

Continue your journey riding south, in the direction of Beja, passing by Reguengos de Monsaraz known for the awarded wines, Alqueva, the town that gives the name to the largest artificial lake in occidental Europe.

**Accommodation: Beja for 1 night at Pousada de Beja or similar**

#### DAY 5 BEJA - MONTE GORDO (165 km)

Start the day riding in the direction of Serpa and stop at any coffee shop to try the local cheese which is well worth it. Ride towards Mina de São Domingos, and old mining town, and get to the “Museum Village” of Mértola. Take the opportunity to visit downtown with its castle overlooking the Guadiana River. Continue the journey until Alcoutim, overlooking the Spanish town of San Lucar de Guadiana and hear about the “old day trade” involving booth shores. Take the old road EN122 and get to the seaside.

**Accommodation: Monte Gordo for 1 night at The Prime Hotel or similar**

#### DAY 6 MONTE GORDO - MONCHIQUE/PORTIMÃO (190 km)

After breakfast continue towards Tavira, a medieval town with a city center that you do not want to miss. Heading north, drive until Cachopo, entering the rural part of the region where you will come across cork trees, olive trees and carob trees. Once there, take the direction of Salir, Alte, São Marcos da Serra and finally, Monchique. This part of these historic villages is mandatory as it portrays a different Algarve that is not often seen and the roads are inviting and must be discovered. Once in Monchique and before getting to the hotel, “climb” to Foia and enjoy the view of the highest point on this southern region.

**Accommodation: Portimão for 1 night at Jupiter Algarve or similar**





#### DAY 7 PORTIMÃO-SAGRES-ALBUFEIRA (180 km)

Today we pass by the coast's scenic roads. After breakfast ride in the direction of Aljezur then following south, visit of innumerable small typical villages. Just before Sagres, take a 5 minute break and admire Cape São Vicent, the most south-westerly extremity of Europe. Lagos is a most visited because of its historical center located along the river or because of its "postcard" beaches. Continue the journey using the EN125 road to visit Carvoeiro, a small fishing village built in a valley. Within a short distance, we reach Albufeira where you will stay for the next 2 nights. From here we recommend to visit Olhão, Faro and Loulé.

**Accommodation: Albufeira for 1 night at Hotel Vila Galé Cerro Alagoa or similar**

#### DAY 8 ALBUFEIRA

Breakfast at the hotel. Return the motorcycle at the Hertz Station located in Faro's city center. Transfer to Faro airport.

#### PRICES IN CAD\$ PER PRICES IN CAD\$ PER PERSON - DAILY DEPARTURES 2022

Price per person	Nov 1 to Dec 31	Jan 1 to March 31	April 1 to April 8 April 18 to June 28 Sep 16 to Oct 31	June 29 to Sept 15
Double occupancy	1799	1879	2199	2439
Single occupancy	On request	On request	On request	On request

**Above rates do not include Christmas, New Year's Eve, Carnival and Easter supplements**

#### INCLUSIONS

- Arrival transfer in Lisbon and departure transfer in Faro
- 2 nights at 4\* Hotel Vila Galé Cascais or similar  
<https://www.vilagale.com/>
- 1 night at 4\* Hotel Vila Galé Évora or similar  
<https://www.vilagale.com/>
- 1 night at 4\* Pousada de Beja or similar  
<https://www.pousadas.pt/en>
- 1 night at The Prime Hotel Monte Gordo or similar  
<https://www.theprimehotels.com/energize/montegordo/en/>
- 1 night at 4\* Jupiter Algarve Hotel or similar  
<https://www.jupiteralgarvehotel.com/>
- 1 night at 4\* Hotel Vila Galé Cerro Alagoa /Albufeira or similar <https://www.vilagale.com/>
- Daily breakfast
- 1x Motorcycle-hire shared for 2 person Grp BMOE (BMW R1250GS) – 8 day motorcycle-hire from Hertz with P/U at Lisbon Hertz Station and D/O at Albufeira or Lisbon Hertz Station (See Hertz motorcycle hire general conditions below) – limited at 300KM/day of rental (extra km's charged at 0.36€/KM)



R1250 GS

**Not included** · International flights - Entrances fees to sites and museums - meals and beverages – tips - road tolls – parking and any other charges not mentioned under "inclusions".

City taxes to be paid locally by clients: Lisbon (2 Euros per person/night) and Porto (2 Euros per person/night)

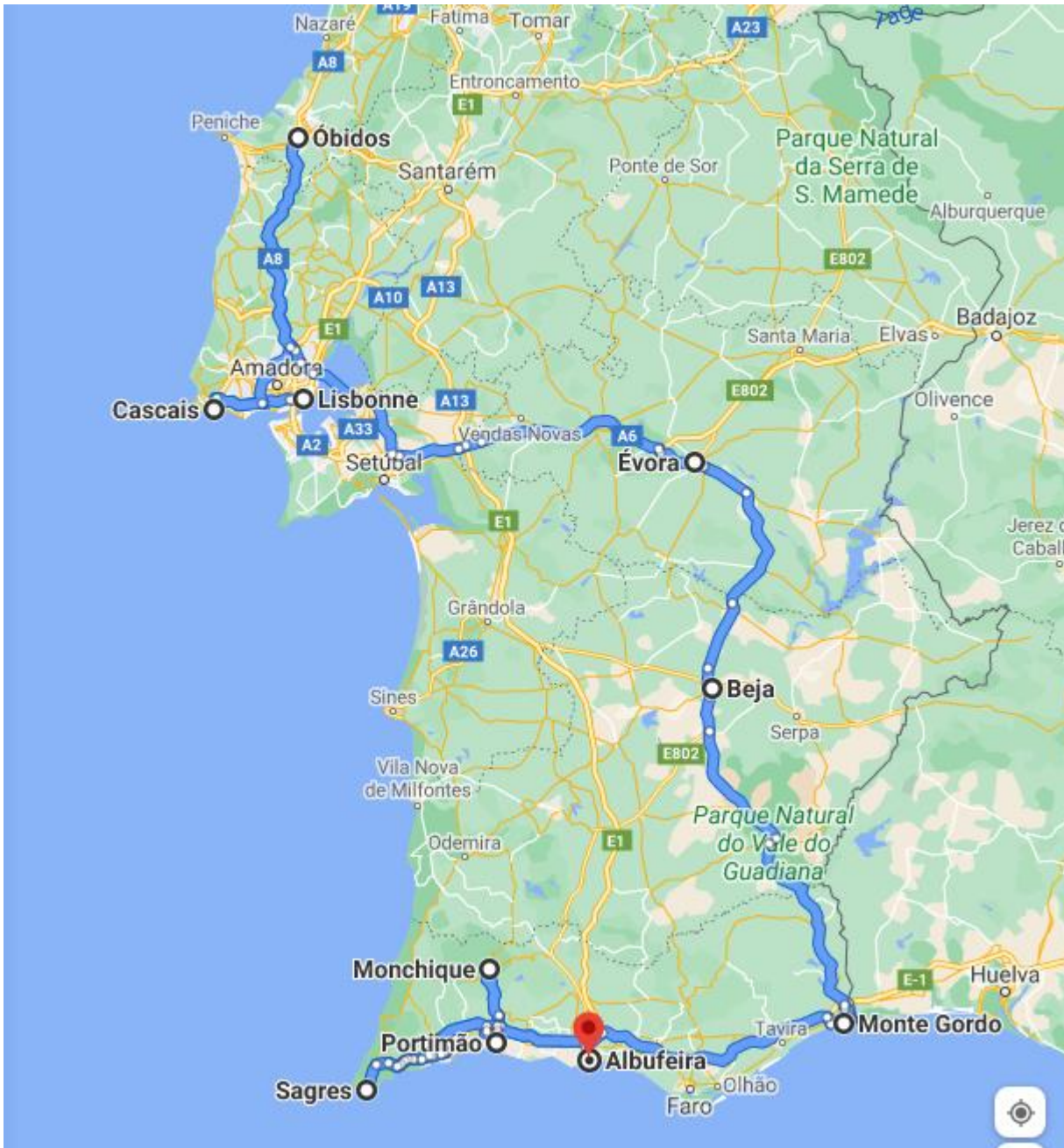


Other cities might apply city tax without previous notice and the ones mentioned here can change without prior notice

**IMPORTANT NOTES**

The distances were calculated on the quickest/closest way to get from city to city. All the motorcycle fleet is never older than 7 months. Lower motorcycle categories available on request.

[ALL TERMS AND CONDITIONS FOR HERTZ RIDE PORTUGAL – CLICK HERE](#)



**EXCLUDING:**

- » Entrances fees to sites and museums, meals and beverages, tips and road tolls and any other charges not mentioned in “prices including”.
- » Cascais (2 Euro per person/night) city taxes, paid locally by client (other cities might apply city tax without previous notice and the ones mentioned here can change without prior notice) + garage costs. To be paid locally at the Hotel.

**IMPORTANT NOTES**



- All the itinerary made “on road” with good quality asphalt.
- The distances where calculated on the quickest/closest way to get from city to city.
- All the motorcycle fleet is never older than 7 months
- Lower motorcycle categories available on request



*R1250 GS*

**Hertz Motorcycle-HIRE GENERAL CONDITIONS  
PORTUGAL MAINLAND 2021-2022**

Description	Included/ Not Included Charge to Customer / Applicable per Day/Rental	Price in Euros	Comments or Details
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Collision Damage Waiver	Included		In case of an accident, collision or overturn, the customer is liable for losses or damages caused to the HERTZ vehicle up to the amount of the deductible, CDW coverage waives this liability and implies the prior acceptance of an additional fee. Whenever there is an accident, imputable to the customer's responsibility, the damages up to the value of the Non Waivable Excess are charged to the customer.
Theft Protection (TP)	Included		In case of Theft of the vehicle and/or its parts, the renter will be held responsible, up to the value of the deductible, which may be waived by previously accepting an additional charge for TP, The customer will always be charged for damages caused to the vehicle up to the value of the Non Waivable Excess.
Non Waivable Excess (NWE)	Not Included Charge to Customer Applicable per Accident	Grp BMOE = 2 000 €	Value to which the customer is responsible in case of accident or theft, even if the customer has

			purchased the CDW and TP with the exception when the customer is third party regarding the CDW coverage (see third party coverage).
<b>Deductible Exemption (SDW)</b>	Not Included Charge to Customer Applicable per Day	19,00 € per day with a minimum of 95,00 € per rental	SCDW will reduce the insurance Excess to: Grp BMOE = 1 000 €
<b>Deductible Exemption VIP (SDW VIP)</b>	Not Included Charge to Customer Applicable per Day	35,00 € per day with a minimum of 175,00 € per rental	SCDW VIP will reduce the insurance Excess to: Grp BMOE = 500 €
<b>Delivery and Collections - City (D&amp;C)</b>	Not Included Charge to Customer Applicable per Delivery or Collection (Each Way)	Until 30 kms = 50,00€	This service is available subject to confirmation. For more than 30 Kms the price will be agreed in advance
<b>Delivery and Collections - Airports (D&amp;C)</b>	Not Included Charge to Customer Applicable per Delivery or Collection (Each Way)	50,00 €	This service is available subject to confirmation.
<b>Additional Driver (AD)</b>	Not Included Charge to Customer Applicable per Day	10,00 € per day up to a maximum of 100,00 € per rental	For one or more additional drivers this charge will be applied.
<b>Cardo Intercom System</b>	Not Included Charge to Customer Applicable per Day	10,00 € per day	In case of damage or theft it will be applied a charge of 460,00€ ( Cardo Device only 390,00€ / Audio Kit only 105,00€)
<b>Helmet</b>	Not Included Charge to Customer Applicable per Rental	20,00 €	In case of damage or theft it will be applied a charge of 180,00€
<b>Helmet + Cardo</b>	Not Included Charge to Customer Applicable per Day	15,00 € per day up to a maximum of 120,00 € per rental	In case of damage or theft it will be applied a charge of Helmet 180,00€ and Cardo Device 460,00€)
<b>Lower Seat</b>	Not Included Charge to Customer Applicable per Rental	20,00 €	This service is available subject to confirmation.
<b>Cell Phone Holder</b>	Not Included Charge to Customer Applicable per Rental	15, 00 €	
<b>Road Assistance</b>	Included		24h Assistance service, available 365 days a year .
<b>GPS</b>	Not Included Charge to Customer	10,00 € per day up to a maximum of 100,00 € per rental	In case of damage or theft it will be applied a charge of 715,00€
<b>Minimum Age</b>	Not Included Charge to Customer Applicable per Rental	70,00 € per rental	Group BMOE minimum age is 28 years, young driver surcharge applicable over 25 years
<b>Gasoline/Petrol</b>	Not Included Charge to Customer		Motorcycles are delivered with a full tank and should be returned in the same conditions, If not, Hertz will charge the gasoline shortage with an

			additional charge for the service of refuelling the motorcycle (25,00 €).
<b>Motorcycle Returns (Grace Period)</b>			An extra 29 minutes term (based on the pick-up hour) is allowed for the motorcycle return, otherwise an extra day will be charged.
<b>Washing / Cleaning Service</b>	Not Included Charge to Customer Applicable per Rental	20,00 €	The motorcycle should be returned in the same cleaning conditions as it was rented. Otherwise, the cleaning of the motorcycle will be charged..
<b>Cross Border Traffic</b>	Not Included Charge to Customer Applicable per Rental	60,00 €	Call the Road Side Assistance phone mentioned as per rental agreement folder. The motorcycle substitution is subject to availability (by motorcycle or car), is applicable to any motorcycle.
<b>Deposit for Extra Guarantees</b>		CREDIT CARDS ACCEPTED: VISA, MASTERCARD	<b>Hertz only accepts credit cards as a guarantee for the payment of the extras, which are of the renter's responsibility.</b>
<b>Violation of Traffic rules</b>	Not Included Charge to Customer Applicable per penalty	30,00 € per penalty up to a maximum of 60,00 €	During the rental period the renter is held entirely responsible for any fines and /or penalties resulting from the violation of any traffic, parking and toll regulations, and for any inconvenience or responsibility deriving from them. Together with the amount of the fines and/or penalties, Hertz Ride will also charge an administrative charge should there be any such fines and/or penalties during the vehicle rental period.
<b>Cancelations</b>			<b>Cancellation: full charge if not canceled 65 days before the scheduled pick up date.</b>

23% Vat Included (subject to change)

All Supplements to be paid directly by the clients upon Pick Up

## Portugal – Hertz Terms and conditions as of June 7<sup>th</sup> 2021 - **UPDATE** – [click here](#)

HR RIDE PORTUGAL, SA, head office at Avenida Severiano Falcão, 7/7A, 2689-522 Prior Velho, rents the identified vehicle (motorcycle) through this rental agreement, under its specific terms and conditions and under the following terms and conditions.

This document includes all terms and conditions of the rental agreement executed by the Rental Company and the Renter, and the latter should read it carefully. If the Renter does not understand any of the provisions contained by this document, he/she should request the concerning clarification to the assisting representative of the Rental Company.



## 1. DEFINITIONS

- A. **"Additional Mandatory Charges"** means separately stated charges that we require you to pay to hire or lease the motorcycle for the period of time to which the rental rate applies, and which are imposed by a governmental entity and specifically related to the operation of a rental vehicle business. Additional Mandatory Charges include a customer facility charge, airport concession fee, tourism commission assessment, or other government-imposed taxes or fees.
- B. **"Agreement"** means all terms and conditions in these Terms & Conditions, the "Rental Agreement," the "Vehicle Condition Report," the invoice, the Assumption of Risks and Release ("Release"), and any other addenda that we provide at the time of rental (and that you sign).
- C. **"Authorized Driver"** means a driver authorized to use the motorcycle. Except as may be specifically authorized by applicable law, only the renter and an additional driver listed by us on your Face Page at the time of rental are authorized to drive the Motorcycle. Each Authorized Driver must: (i) have a valid driver's license in the country of my permanent residence that qualifies that person to operate a motorcycle with the same rating as the Motorcycle; (ii) be at least age 21; and (iii) have at least three years of experience riding motorcycles with the same rating as the motorcycle. (iv) Not to provide false information about your personal details and requirements for driving license. These conditions may change according with the motorcycle identified.
- D. **"Charges"** means the fees and charges that are incurred under this Agreement. All amounts expressed under this Agreement shall be payable in Euro.
- E. **"CDW"** means Collision Damage Waiver.
- F. **"TP"** means Theft protection.
- G. **"Diminished Value"** means the difference between the fair market value of the motorcycle before damage or loss and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf.
- H. **"Loss of Use"** means the loss of our ability to use a motorcycle for our purposes because of motorcycle damage or loss during a rental period, including use for rent, display for rental and all activities relating to the rental business.
- I. **"Motorcycle"** or **"Vehicle"** means the motorcycle identified on the rental agreement and any vehicle we substitute for it, and all of its tires, tools, accessories, equipment, appliances, keys, and vehicle documents.
- J. **"Rental Period"** means the period between the time you take possession of the motorcycle until the motorcycle is either returned to or recovered by us and checked in by us.
- K. **"Rental Portfolio"** means a document available for your inspection at the rental location, which provides detailed information on the motorcycles available for rent and also includes an updated price list of daily rental rates and other fees (the **"Price List"**). The Price List is subject to change.
- L. **"You"** or **"your"** means the individual identified as the "Renter" and any Authorized Driver
- M. **"We", "our" or "us"** means **HR RIDE PORTUGAL, SA**, The Hertz Company has authorized us to use the name "Hertz Ride."

## 2. BOOKING CONDITIONS

- A. **Driving License:** Both the renter and any additional drivers must provide a valid, unexpired driver's license for the class of motorcycle rented (including any necessary endorsements) in their name. If your driver's license is not issued in Europe, then you must also bring an international driving permit. Drivers need to be at least age 21 and have at least three year of experience riding motorcycles with the same rating as the Motorcycle. These conditions may change according with the motorcycle identified.
- B. **Identification:** A passport or personal ID card is required
- C. **Credit Card:** The renter must have a credit card (VISA or MASTERCARD) in his or her own name when picking up the motorcycle (American Express, Dinners, prepaid credit card, charge card or cash cards will not be accepted). At the time of rental, we will request an authorization (hold) on your credit card for the excess of the estimated rental charges plus Non-Waivable Excess (NWE) deposit/ guarantee. The card must have enough available funds to cover the hold for the duration of the rental). We will also charge all additional charges, local fees, optional equipment that you rent or anything else that you purchase at the rental counter to the credit card at the time of rental.
- D. **Reservation confirmation:** The renter must present this Reservation Confirmation when picking up the motorcycle. Refer to the Terms and Conditions for more information.
- E. **Roadside Assistance:** You have available road assistant 24h in the original country. Please ask at desk for details.
- F. **Payment Information:** The booking of the motorcycle requires the payment by the Renter of monetary amount as a reserve deposit corresponding to 25% of the rental. The Rental Company reserves the right to make the availability of the motorcycle conditional to the effective demonstration by the Renter of the payment of the reservation deposit. The rental must be made within a maximum of 12 months from the date of reservation. Please note that 'Total Amount to pay on pick up' will be charged in local currency. Any other currency displayed is for information purposes only.
- G. **Extensions, Amendments, Cancellations and No-Shows:** If you wish to extend or modify your rental after the pick-up date and time specified on this Reservation Confirmation, you must contact Hertz Ride directly at [hertzride@hertzride.com](mailto:hertzride@hertzride.com) and [reservations@hertzride.com](mailto:reservations@hertzride.com) whether you have actually picked up the motorcycle or not. Extension or modification of your rental before the rental starts (i.e., before the pick-up date and time specified on this Reservation Confirmation) may only be arranged by sending Hertz Ride an e-mail at ([hertzride@hertzride.com](mailto:hertzride@hertzride.com)). Please note that modifying your reservation may result in a change in your rental rate or additional or higher charges based on changes to the length of the rental or to the motorcycle type rented. If your scheduled pick-up time is less than 48 hours away and you wish to modify your booking, please call us at (+351 210 413 334). If the rental price changes due to modifications (e.g., pick-up or drop-off location, motorcycle group or length of rental), you will be charged at the current published price, which may be different or higher from the initial price booked. In addition, if the original reservation was subject to a promotional or discounted fee, you may no longer qualify for that fee, and the modified reservation may be at a substantially higher rate. You will not receive a credit or refund if you return the rented motorcycle earlier than the scheduled due-in date and time.
  - i. **Modifications:** Modifications to reservations can only be made by email to our Contact Center through [reservations@hertzride.com](mailto:reservations@hertzride.com). The estimated total charges will be recalculated based on the availability and prices at the time the modification is made. The total charges may be greater or lesser than the price originally booked. This policy applies to changes made to: Drop off location, pick up date and time, Drop off time and date, Motorcycle group, All other additional products

- ii. **Cancellations:** If you wish to cancel your reservation, you must inform Hertz Ride in writing to [reservations@hertzride.com](mailto:reservations@hertzride.com) before your rental is due to start - cancellation fees may apply. The payment made at the time of reservation is refundable only if the reservation is canceled at least 30 days before the scheduled pick-up date.
  - iii. **No Shows:** Hertz Ride reserves the right to refuse the motorcycle to any user who fails to arrive on time (including a 30-minute “grace period”), fails to provide all the necessary documentation and/or information, fails to provide a credit card with enough available funds for the deposit; or if the driver shows signs of being under the influence of alcohol, drugs or any other substance affecting his perception or reactions or otherwise appears unfit to operate the motorcycle. In such cases, unless the rental has been cancelled in advance, the renter will be considered a “no show” and will not be entitled to a refund. The prices are based on the pick-up and drop-off times and dates that the user arranges before the rental starts. If the user picks the motorcycle up any later or brings the motorcycle back any earlier, the user will not receive a refund for the unused hours or days.
- H. **Extras:** All extras extra, optional equipment and services, including GPS, Helmets, Communications system, and low seats, are subject to local availability and availability cannot be guaranteed. (Ex: GPS, Helmets, Intercommunication System and Low seats). All extra optional equipment is provided “As-Is,” and you are responsible for ensuring that you understand how to use and/or install any of the optional equipment.
- I. **Optional Special Damage Coverage:** At the counter, customer can opt to add additional coverage regarding damage responsibility. Please ask our Customer Sale Representative at the location about conditions to add these coverages.
- i. **SCDW – Medium coverage:** If you purchase **Super CDW**, you will reduce your financial responsibility for collision damage, up to a maximum amount of 50% of the minimum waivable excess. Price varies between 19€ and 25€ per day, with a minimum of 5 days per rental.
  - ii. **VIP SCDW – Top Coverage:** If you purchase **Super CDW VIP**, you will reduce your financial responsibility for collision damage, up to a maximum amount of 75% of the minimum waivable excess. Price varies between 35€ and 39€ per day, with a minimum of 5 days per rental.

### 3. NATURE OF THE AGREEMENT

- A. This Agreement is a contract for the rental of the Motorcycle. You may not transfer or assign your rights in this Agreement or your right to use the Motorcycle.
- B. You understand that we are not an affiliate, agent or franchisee of The Hertz Corporation (or any of its affiliates) (collectively “Hertz”). We are an independently owned and operated company with a limited license from Hertz to use the name, “Hertz Ride” in connection with a motorcycle rental business in Europe. You further understand and agree that Hertz is not a party to this Agreement and has no obligations to you. You further agree that you will not make any demands or pursue any claims against Hertz.

### 4. CONDITION OF THE MOTORCYCLE – DELIVERY AND RETURN



The Renter acknowledges receiving the Motorcycle in good working and clean condition, including both tires, and agrees to return it to us in the same condition (with its keys, equipment, tools and/or accessories) at the location and on the date specified in the Rental Agreement.

You are prohibited from modifying any technical features of the Motorcycle or its keys, equipment, tires, tools and/or accessories or from making any aesthetic change to the Motorcycle. If you breach this provision, you will be responsible for all costs that we incur to restore the Motorcycle to its original status plus, to the extent permitted by law, consequential and incidental damages due to our inability to use the Motorcycle while it is being repaired.

To the extent permitted by law: (a) we may repossess the Motorcycle at your expense without notice to you if it is abandoned or used in violation of law or this Agreement; and (b) if the Motorcycle is not returned 48 hours after the date and hour return time as stipulated in the Rental Agreement, it will be considered embezzled or converted and may be reported to the police as stolen. Failure to return the Motorcycle may constitute a crime punishable to the fullest extent provided under applicable law.

## **5. RENTAL PERIOD**

The minimum Rental Period is one day. A “day” is a 24-hour day beginning on the date and time noted on the Rental Agreement. If you return the Motorcycle more than 29 minutes after the scheduled return time, we reserve the right to charge you for an additional rental day at the applicable daily rate as shown on the Price List. If you wish to extend the scheduled Rental Period, you must request our express written authorization and pay for the estimated additional charges before the scheduled return time. Under no circumstances may the deposit be used as form of payment in case of extension of the rental agreement. If you fail to return the Motorcycle when due and continue to use it without our express authorization, we may terminate this Agreement, and you will have sole responsibility for the payment of any fines or penalties assessed against you, the Motorcycle or us due to the lack of updated documentation.

## **6. RENTAL RATE AND DEPOSIT**

The daily rental rate, as well as the deposit amount, are determined by the Price List in effect when you sign this Agreement. The standard payment method is credit card. Payment by cash or debit card requires our prior authorization and may be subject to additional conditions. If we authorize payment in cash, we reserve the right to request one or more credit cards of the Renter as guarantee. **You permit us to reserve against your payment card (or, if we choose, take a cash deposit) at the time of rental a reasonable amount in addition to the estimated total charges. We may use the reserve or deposit to pay all Charges. We will authorize the release of an excess reserve (or return of a cash deposit) at completion of your rental if no additional Charges are payable. Your payment card issuer's rules will apply to crediting your account for any excess, which may not be immediately released by your card issuer.**

## **7. CHARGES**

Prices are indicated in Euros in our Price List in force at the time of signing the Rental Agreement. The Price List is available for consultation at the rental desk. The rental price including all items as indicated in point D of the



"Definitions" is paid at the time of signing the Rental Agreement or in any case before the end of the rental period at the request of our Company. The rental price includes:

- A. Daily Rental Rate for the Rental Period, including an additional mileage fee if you exceed the daily mileage allowance indicated on the Rental Agreement Face Page;
- B. A mileage charge based on our experience if the odometer is tampered with or disconnected;
- C. Fees for optional products, equipment, and services you purchased;
- D. Fuel and a refueling fee if you return the Motorcycle with less fuel than when rented;
- E. Expenses we incur locating and recovering the Motorcycle if you fail to return it or if we repossess it under the terms of this Agreement;
- F. All costs we incur enforcing or defending our rights under this Agreement;
- G. A reasonable cleaning fee as noted on the Price List to clean the motorcycle if returned substantially less clean than when rented;
- H. A lost key fee if you lose the keys to the motorcycle;
- I. A surcharge if you return the Motorcycle to a location other than the location where you rented the motorcycle ("**Drop Fee**") or if you do not return it on the date and time due as further described in Paragraph 2 above ("**Late Fee**");
- J. Towing, storage charges, forfeitures, court costs, penalties and all other costs we incur from your use of the motorcycle;
- K. Replacement cost of lost or damaged parts and supplies used in the motorcycle accessories or optional equipment, such as helmets, intercom systems, lowered seats, or navigation systems; and
- L. The cost of obtaining replacement documents plus a reasonable administrative fee if you lose or damage any of the motorcycle documents, including the vehicle registration.

**There is no refund for late pick-up or early return.** If you use a credit card or other payment card issued by a bank or financial institution any currency conversion will be handled by the issuing bank. **All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the charges with the payment card issuer.** You must notify us of any disputes to the charges no later than 30 days after your receipt of the invoice.

## **8. RESPONSIBILITY FOR DAMAGE OR LOSS OF THE MOTORCYCLE**

You must report all accidents or incidents of theft or vandalism to us and the police as soon as you discover them.

You are responsible for all damage to or loss or theft of the Motorcycle during the Rental Period, resulting from any cause, including damage or loss caused by collision, weather, vandalism, theft, road conditions and acts of nature. Your responsibility will include: (a) all physical damage to the Motorcycle measured as follows: (i) if we determine that the Motorcycle is a total loss, the fair market value of the Motorcycle, less salvage; (ii) if we determine that the Motorcycle is repairable: (A) the difference between the value of the Motorcycle

immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, measured by multiplying your daily rental rate either by the actual or estimated number of days from the date the Motorcycle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. **Loss of Use shall be payable regardless of fleet utilization;** (c) a reasonable administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: €0-€250 damage=€50 fee; €251-€500 damage=€75 fee; €501-€750 damage=€100 fee; €751-€1500 damage=€150 fee; €1501-€2500 damage =€200 fee; over €2500 damage=€250 fee;; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement. You are responsible for loss or damage to the Motorcycle resulting from theft or vandalism related to the theft; you file an official report of the theft with the police within 24 hours of learning of the theft and you cooperate with us and the police in providing information regarding the theft; You are responsible for replacing missing equipment and Motorcycle documents and keys. You must report all Motorcycle accidents or incidents of theft and vandalism to us and the police upon discovery.

## **9. RENTER'S RESPONSIBILITY**

- a) In the event of any loss or damage to, theft or robbery of the Motorcycle or parts thereof while on rental, Renter shall pay Rental Company on demand the amount of all costs and losses including, without limitation, repair costs, depreciation, loss of renting revenues, towing and vehicle collection expenses, the amount established in our current tariff as the maximum non-waivable excess (ask for price list at the counter);
- b) The Renter limits his or her responsibility under the terms set out below provided that he or she complies with the terms hereof and that the loss or damage has not been caused intentionally or by gross negligence of the Renter, by gross negligence of any authorized driver or by any unauthorized driver;
- (i) Responsibility for any loss or damage caused to the Motorcycle (excluding theft and robbery) is limited to the total value of the maximum non-waivable excess established in Rental Company current price list. Should the Renter accept the Collision Damage Waiver (hereinafter CDW) by initialing the space provided for this purpose on the first page hereof and paying the daily fee specified for this purpose, he shall be solely held responsible for the stated in the agreement as the minimum non-waivable excess (ask for price list at the counter);
- (ii) Responsibility for loss of, or damages to, the vehicle deriving from theft or robbery thereof is limited to the total value of the maximum non-waivable excess established in Rental Company current tariff. Should the Renter agree to subscribe the Theft Protection Waiver (hereinafter TP) by initialing the space provided for this purpose on the first page hereof and paying the daily fee specified for this purpose, he shall be solely held responsible for the amount established in Rental Company current price list as the minimum no-waivable excess (ask for price list at the counter);

## **10. ADDITIONAL COVERAGE (DAMAGE RESPONSIBILITY)**

By accepting **CDW and TP**, you will be responsible for any loss or damage caused to the motorcycle limited to the total value of non-waivable excess established in current price list. We also offer "Super CDW"- medium coverage and "Super CDW VIP"- top coverage to the motorcycle. If you purchase **Super CDW**, you will reduce your financial responsibility for collision damage, up to a maximum amount of 50% of the minimum waivable excess. If you purchase **Super CDW VIP**, you will reduce your financial responsibility for collision damage, up



to a maximum amount of 75% of the minimum waivable excess. **Super CDW, and Super CDW VIP are not insurance, are optional, and may duplicate coverage under your own insurance policy or credit card.** CDW, Super CDW, and Super CDW VIP do not apply to Optional Equipment we rent to you for use in the Motorcycle. CDW, Super CDW, Super CDW VIP also do not cover lost keys. Your CDW, Super CDW, or Super CDW VIP will be invalidated, and we will not waive our right to hold you financially responsible for loss or damage to the motorcycle (i) that results from a Prohibited Use (defined in Paragraph 10 below) or (ii) if the loss or damage has been caused intentionally or by gross negligence of the Renter, by gross negligence of any authorized driver or by any unauthorized driver.

In case of accident, loss, damage or theft, the police and the Rental Company must be informed within 24 hours. The Renter must fill the damage report together with the documentation of the motorcycle, and also undertakes to fill and sign at the closest station of the Rental Company the accident, loss, damage or theft report, otherwise the insurance is deemed as null and void. The Renter must cooperate with the Rental Company, the police and insurance company in any subsequent investigation or judicial proceedings, and inform immediately on any letters, summons and notices regarding the accident and provide full cooperation to the Rental Company and the insurance company during the investigation and defense of any claim or court case.

The Rental Company is under no obligation to provide a replacing motorcycle to the Renter, if the rented motorcycle is subject to accident or lost, damaged or stolen.

## **11. CONDITIONS OF USE AND PROHIBITED USES**

### **A. Conditions of Use.** During the Rental Period:

- i. You must park the motorcycle safely. For example, when the motorcycle is not in use, you must lock and block the steering wheel and keep all motorcycle documents with you.
- ii. You agree to use only fuel that meets the manufacturer's specifications and regularly monitor oil and water levels, tire pressure, and any other basic systems of the motorcycle.
- iii. Only the person or persons identified and accepted as authorized drivers by the Rental Company are permitted to drive the motorcycle.
- iv. **You agree to comply with all laws applicable to your use of the motorcycle, including those regulating helmets, protective eye and body gear, lane splitting, and other rules of the road. You are responsible for knowing and understanding the laws of each jurisdiction in which you operate the Motorcycle.**

### **A. Prohibited Use.** The following uses of the motorcycle or actions that you or another driver take (or fail to take) are considered "**Prohibited Uses**" of the motorcycle. Prohibited Uses are material breaches of this Agreement and include the following:

- 1. Use of the motorcycle to:**
- 2. Transport of passengers or cargo for hire;**
- 3. Push or tow another motorcycle or any other object;**
- 4. Transport cargo for any unlawful purpose;**

5. Transport more than the maximum number of passengers specified by the manufacturer or applicable law, or to transport passengers who are riding in any position other on a seat designed for passenger use;
6. Transport cargo in excess of the weight/quantity/volume specified by the manufacturer;
7. Transport hazardous or dangerous materials;
8. In furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation);
9. On unpaved roads;
10. For Sports Events or Track Days;
11. To transport an animal;
12. For every maneuver prohibited by the Highway Code;
13. Drive the Motorcycle outside of European Union without previous authorization of the Rental Company;
14. For subleases or sub-rentals or to dispose of, mortgage, exercise a lien, sell or pledge as security the Motorcycle, equipment, tools and/or accessories and any part thereof, or use with the Motorcycle in such a manner that causes damage to us.
15. To transfer the Motorcycle to any island without our prior written approval;
16. To transfer the Motorcycle into any ferry. Should the customer use a ferry & there be an accident of any kind, you will be held responsible for all costs to repair and/or repatriate the Motorcycle. Even if you purchase Additional Coverage & choose to travel on a ferry, the coverage will be null & void.
17. By any person:
18. Who is not an Authorized Driver;
19. Who does not have a valid license for operation of a motorcycle with the same rating as the motorcycle;
20. Whose driver's license is suspended;
21. Who is under the influence of prescription, non-prescription drugs or alcohol;
22. Who obtained the Motorcycle or extended the Rental Period by giving us false, fraudulent, or misleading information; and
23. Who is operating the Motorcycle while using a hand-held wireless communications device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in hands-free mode.

## 12. INDEMNIFICATION; HANDLING CLAIMS

Indemnification. To the fullest extent permitted by law, you agree to indemnify us, defend us and hold us harmless from all claims, demands, actions, liability, costs and attorney fees we incur (collectively "**Claims**") resulting from, or arising out of, this rental and your use of the Motorcycle, or our repossession of it, including Claims resulting from or arising out of the carrying of any passengers on the Motorcycle.

- A. Handling Claims. You must: (i) report all damage to us and all accidents or incidents to us and the police as soon as you discover them (but no later than 24 hours after the incident) and complete our incident report form, which is included with the Motorcycle documents; (ii) provide us with a legible

copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Motorcycle; and (iii) cooperate with us, the police, and our insurance company in any subsequent investigation or legal proceedings. Coverage under the Policy may be void if you give the Motorcycle to an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report. We are under no obligation to provide a replacement motorcycle to you if the rented Motorcycle is lost, damaged or stolen.

### **13. TOLLS AND VIOLATIONS**

You are liable for paying charging authorities directly all tolls (“**Tolls**”) and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a “**Violation**”) assessed against you, us or the Motorcycle during this rental. If we are notified by charging authorities that we may be responsible for payment of a Violation, you agree that we may, in our sole discretion, transfer liability for any Toll or Violation assessed against the Motorcycle during the Rental Period to you personally. If liability is transferred to you, we will charge you an administrative fee of up to €50 per Toll or Violation. You authorize us to release your rental and billing information, including payment card information, to the charging authorities for processing/billing purposes.

### **14. PERSONAL BELONGINGS**

We are not responsible for loss of or damage to personal property that was left with us or carried in or on the Motorcycle. If you fail to claim property left in the Motorcycle for more than 30 days, we may dispose of that property in a manner we choose. To the extent permitted by law, You waive all claims against us, our agents and employees for loss of or damage to the personal property of you or another person, which we received, handled, or stored, or which was left or carried in or on the Motorcycle or in any service vehicle or in our offices, whether or not the loss of damage was caused by our negligence or was otherwise our responsibility. **The Motorcycle may be equipped with an infotainment system that permits you to pair your own mobile devices. If you choose to do so, please note that the Motorcycle may automatically load your address book, store your incoming, outgoing and missed telephone calls, and other information from your device. You should follow the steps displayed on the motorcycle’s system screen to delete this information and the device from the Motorcycle’s memory. We are not responsible for assuring the privacy of any such information, and cannot guarantee that other persons you do not authorize will gain access to this information after you return the Motorcycle**

### **15. DISPUTE RESOLUTION; ARBITRATION**

This Agreement is subject to Italian law. For any dispute deriving from or connected with the Rental Agreement and these General Conditions, the territorial jurisdiction is of the Court of Milan, with the express waiver of any other Court.

If the Charterer is a Consumer, for any dispute deriving from or connected with the Rental Agreement and these General Conditions, the territorial jurisdiction is of the judge of the place of residence or domicile of the consumer, if located in the territory of the Italian State.

#### 16. TELEMATICS NOTICE.

**The Motorcycle may be equipped with global positioning satellite (GPS) technology or another telematics system, and/or an event data recorder (EDR).** You acknowledge and authorize as per as point 17. PERSONAL INFORMATION and based on your personal consent that the use of this Motorcycle may be remotely monitored by us or on behalf of us through such systems to the extent permitted by law. **This remote monitoring may include collection of Motorcycle data, such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, and other elements we may deem necessary. To the extent permitted by law, we may disable the Motorcycle when we deem necessary, including if you breach this Agreement. These systems may use cellular communications, and you should have no expectation of privacy related to your use of this Motorcycle.** You agree to inform all drivers and passengers of the Motorcycle of the terms of this section, and that you have authorized release of information collected by GPS or other telematics system or EDR. **We are not responsible for the operability of any telematics navigational or other system included with the Motorcycle.** To the extent permitted by law, you agree to indemnify, defend and hold us harmless from any damage to persons or property caused by failure of the GPS or other telematics system or EDR to operate properly, or otherwise arising from the use of the GPS or other telematics system or EDR.

#### 17. PERSONAL INFORMATION

- A. Upon signing the Contract, the Renter must provide their personal data and the ones of the other driver(s) of the vehicle, for the purposes of identification, expressly authorizing the Rental Company to process the data electronically.
- B. According to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR), the Rental Company informs that:
  - i. The entity responsible for processing the personal data provided in the contract is HR Ride Portugal, SA, head office in Avenida Severiano Falcão 7-7A, 2689-522 Prior Velho;
  - ii. The main purpose of personal data processing is the conclusion and performance of this contract, pursuant to Article 6 (1) (b) from the GDPR;
  - iii. Personal data may be transmitted to a third party in order to comply with any legal obligations to which the Rental Company is subject, pursuant to Article 6 (1) (c) from the GDPR, namely judicial authorities, criminal police, tax and customs authority and regulatory entities;
  - iv. Personal data may be processed for other purposes, regarding which the Charterer must give the Rental Company the express consent;
  - v. The Rental Company will keep the personal data processed for the period of time necessary for the provision of services, billing and compliance with legal.
- C. The data subject has the right to, at any moment, access their personal data, as well as, within the contract and GDPR terms, to rectify them and object their processing, to decide in regard of automated processing, to withdraw consent, request erasure of personal data and exercise the rights provided in applicable law (except when the data is necessary for the performance of the contract and therefore, mandatory to provide, as well as for the compliance of legal obligations the Rental Company is subject).



- D. If the Renter withdraw his/her consent, it does not affect the lawfulness of processing carried out until that moment.
- E. The data subject has the right to be notified, in accordance with the GDPR, in the event of a personal data breach which may result in a risk to their rights and freedoms and may submit a claim to the competent authority(ies).
- F. Personal data may be transmitted to third parties which provide services to the Rental Company, whenever these services require the transfer of information contained in the rental contracts.

#### **18. MISCELLANEOUS**

No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. **To the extent permitted by law: (a) you waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement; and (b) you release us from all liability in connection with this rental or the reservation of a motorcycle.** If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.