AGENTIA : BUCURESTI
A Bd. Dimitrie Cantemir nr. 2, sector 4
M 0758.566.978
E: contact@Bsmart-rent.ro

Terms and Conditions related to car rental

I. Customer undertakes irrevocably

- ✓ To have a driving license for at least 1 year;
- ✓ To have an ID or passport;
- ✓ To have minimum age of 21 years, maximum 65 years;
- ✓ To provide warranty (RON / EUR) based on contract specifications;
- ✓ To comply with all legal regulations regarding road traffic;
- ✓ To use the vehicle only according to the manufacturer's instructions and recommendations and only intended destination in this contract;
- ✓ To drive the vehicle on public roads only (national and district), being prohibited its use on forest roads, mountain expeditions or on unpaved roads;
- ✓ Not to sublease the rented vehicle from Bsmart Rent a Car;
- ✓ Not to allow overloading the vehicle (no. of seats and mass) above the limit set in the car's certificate;
- ✓ Not to use the vehicle for participation in competitions, contests and other tests;
- ✓ Not to leave the car keys in the ignition and / or doors / window / trunk open;
- ✓ Not to push or tow any vehicle, trailer or other object;
- ✓ Not to drive under the influence of alcohol, drugs, narcotics, barbiturates or any other substance that might affect his concentration or driving ability.

II. Main Restrictions:

- ✓ The minimum car rental period is 1 day with a limit of 50 km/day. For 2 day rental periods, the km limit is 125 km/rental. For rental periods of 3 days the km limit is 350 km/rental, for rental periods between 4 - 14 days the km limit is 2,500 km/rental and for rental periods between 15 - 30 days, the limit is 3,000 km / rental. Exceeding the km limit established by the rental contract will be charged additionally with 0.1 EUR + VAT for each additional km traveled.
- ✓ Traveling outside the borders of Romania is NOT allowed with vehicles from the Bsmart - Rent a Car fleet.

III. Travel Guide

Additional driver

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- ✓ Additional driver is accepted. His presence is requested also along with the initial driver, when the car is hired. An additional fee of 20 EUR / journey will be applied.
- ✓ Terms and conditions for additional driver are the same as those for initial driver

Age

- ✓ Minimum rental age is 21 years and the driver must be for at least 1 year, holder of a B category - driving license
- ✓ If the person wishing to conclude a rental contract is between 21 and 24 years old, an additional fee (young driver fee) of 4 Euro/day (VAT included) will be applied. The maximum fee for a "young driver" is 40 Euro per rental.
- ✓ Maximum rental age is 65 years.

Insurance

Car rental is provided by the owner, according to the legal provisions in force. The following insurances are included in the rental price

- ✓ **TP** (theft protect): This type of insurance reduces the maximum liability of the client, in case of theft guarantee, to the amount of the deposit/guarantee (EUR 300-EUR 500 as appropriate).
- ✓ **RCA** (national compulsory insurance) is an assurance that third parties injured after a car accident, the driver at fault uninsured, receive compensation for material damage.

RENTAL PRICES OR INSURANCE DOES NOT INCLUDE:

- ✓ **Driver's insurance**, passengers and their property.
- ✓ **DEPOSIT.** The client will lay a deposit/guarantee (amount between EUR 300 – EUR 700) and it will be released by the end of rental agreement, in case of fulfilment of contractual obligations
- ✓ **Fuel.** We advise you to return the rented vehicle with a full tank and keep the last bill. A charge will be applied to refill the fuel tank if you have used and have not replaced the amount of fuel provided at the beginning of the rental contract. The payment amount will be calculated according to the price mentioned in the car rental contract.
- ✓ **Local taxes,** tolls, tolls or other fees required by local authorities.

Availability

- ✓ You can view our car fleet on the website under the "Cars and Rates" section, or you can call us at +40 758 566 978 (daily, between 09:30 – 17:00). The availability of the car is confirmed only after sending the necessary documents for the reservation, detailed documents in the email that the client receives once he makes the reservation on the website.

IV. Roadside Assistance

Bsmart Rent a Car offers roadside assistance 24/7.

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V. Travel outside Romania

It is not allowed to cross the border with the cars rented from Bsmart Rent a Car

VI. Methods of Payment

Payment will be made in RON at Unicredit Bank exchange rate, upon receipt of the contract signed by both parties, prior to taking vehicle.
Online payment by card is only available if there are at least 24 hours between the time of payment and the time of car pick-up.

The payment can be made in cash or credit / debit card (VISA and MasterCard).

The rental prices are expressed in EUR and contains VAT, RCA, Rovigneta.

The guarantee will be released by the end of rental period, if the vehicle is returned in the same condition in which it was rented.

VII. Pick Up Car

By picking up the car, a Handover Document will be filled in, with information regarding the general condition of the car, and penalties imposed by Clients through deposit, if during performance of rental contract, the car suffered injuries or damages.
This Handover Document will be signed by both parties, stipulated in the contract.

Along with the delivery of the vehicle, the Client will receive also the identification documents, namely: **Certificate, RCA, Rovignetta and a set of keys.**

Vehicle is delivered in good condition, no hidden defects likely to prevent vehicle movement and the tank that was recorded in the contract of rent a car. Any complaint about the car itself must be made immediately after receiving the vehicle, as specified in the car rental contract.

Facilities or optional equipment (eg. Roof rack, child seat, navigation system, etc..) are provided only on request and extra charge.

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VIII. Delivery of the Car

The CLIENT undertakes to return the vehicle, as well as all documents (except for his own copy of the contract and invoices) and the keys, in the condition that they were handed over by the OWNER at the beginning of the car rental period, respectively the vehicle is handed over washed, with the tank having the same amount of fuel, otherwise the client is obliged to pay compensation to the Owner and at the same time a refueling fee of 25 euros is applied to which the value of the fuel calculated at 2 euros + VAT / liter is added, otherwise he is obliged to pay compensation to the OWNER.

In case of unexpected and unexplained delays (not communicated by phone, fax or e-mail) for more than 3 hours then the time fixed, our rental company will make a criminal complaint against the client for theft

IX. Rental Outside Office Working Hours

Renting a car is available 24/7. During business hours (between 9:30 a.m. to 5:00 p.m.) delivery / return cars is free, outside of this program (5:00 PM to 9:30 AM) will be paid a fee of 25 EUR, based on company's agreement.

For delivering the car to Otopeni Airport, there will be an extra charge stipulated on website, by the moment of rental confirmation, namely EUR 25;

X. Rental day

All rentals are calculated on a 24-hour basis. If the vehicle return time is later than the pick-up time by at least 2 hours, it is possible to calculate an additional rental day. In the case of returning the vehicle earlier than the set date, the additional amount paid will not be refunded, but will be transformed into a voucher for the use of the unused day/days, on a subsequent rental.

XI. General Data Protection Regulation, according to European Regulations 2016/679

The customer's personal data is processed by the service provider/car owner, as a personal data controller, with the client's consent

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The provision of personal data by the client is voluntary but necessary for the creation of a personal record of the customer, registration of the reservation, use of certain electronic services or the conclusion of the car rental contract

The service provider shall apply appropriate technical and organizational measures for the purpose of protecting the processed personal data.

- To take steps to conclude the car rental contract, your personal data, including but not only limited to those on the copy of the identity card, driver's license or other identification documents, as appropriate, data on your image, will be collected and processed by Bsmart Rent a Car. Consequently, without your personal data required, the company will not be able to conclude the car rental contract or if necessary is not able to close/extend the rental contract in which you are/will be part/whose effects are produce to your person, including but not limited to payment activity.
- A possible further processing for statistical purposes shall be made in compliance with the principle of minimizing the data and, as far as possible, will exclude the processing of personal data, assuming aggregated data, not used In support of measures or decisions concerning a particular individual.

Your personal data are processed by Bsmart Rent a Car for the following purposes: • Provision of car rental services (quotations, bidding, issuing, invoice administration, payment reminder due, overtime contractual period, instrumentation and settlement of any damages, exercise of the right of regression and/or, where applicable); • Verifications in order to prevent and identify potential frauds; • Fulfillment of legal obligations and requirements of police or other state authorities.	Processing your personal data will be based on: • The car rental contract, in which you are a party to, which you request to conclude or as appropriate, the legitimate interest of the company Bsmart-Rent a Car to achieve customer management based on the developed portfolio • Your consent to the processing of Sensitive data in this respect; • Legal obligations

Your personal data can be transferred to: State authorities (including courts, tax authorities), service providers (including insurers, calculation service providers, repair units, consultants, experts, IT Service developers, Google administration services, archiving companies), intermediaries, other companies bounded to Bsmart Rent a Car and other recipients expressly authorized by Bsmart Rent a Car, according to the provisions of the legislation Protection of personal data and the purposes of processing.

Your personal data collected for the conclusion of the car rental contract, will be retained in the

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Bsmart Rent a Car database, for the bidding phase, for the period of time when the offer Bsmart Rent a Car is valid, plus 45 days and also after the conclusion of the contract, during your period of time. You are a customer Bsmart Rent a Car, beneficiary, to which the period of time in which the data is necessary for the exercise by Bsmart Rent a Car of the rights resulting from the lease/contracts and for fulfilling the obligations shall be added Resulting from the legislation and internal regulations relating to storage.

Starting with May 25, 2018 you have the following rights resulting from the EU's personal data protection regulation:

Right of access, right of rectification or updating, right of Erasure, right of restriction, right to Portability, the right to obtain confirmation, the right to modify or withdraw consent, the right to opposition, the right to be communicated to you any rectification or deletion or restriction of processing, the right to be notified in case of breach of Data security, the right to make a complaint to the National supervisory Authority for the processing of personal data.

If, in order to conclude a rental contract with Bsmart Rent a Car, you also transmit the personal data of another person, please communicate this information to the person concerned and take its acceptance, in applicable cases.

For any requests you may have regarding the exercise of the aforementioned rights or the withdrawal of consent, as well as to address any other questions concerning those communicated to you, you may contact Bsmart Rent a Car at Email Address: contact@Bsmart-rent.ro.