

VEHICLE RENTAL AGREEMENT

General terms and conditions



This Agreement (hereinafter “the Agreement”) is made between Sunny Side Up Car Rental Malaga registered under VAT/ NIF Z4573451K with office at Calle Alexander Dumas 17, Carretera de Cádiz, 29004 Málaga (hereinafter “the Rental Company”) and the customer whose details appear on the first page of this agreement (hereinafter “the Customer”).

Agreement No.: _____ Date: _____

PARTIES TO THE AGREEMENT

RENTAL COMPANY

Company name:	Sunny Side Up Car Rental Malaga
VAT/NIF:	Z4573451K
Business address:	Calle Alexander Dumas 17, Carretera de Cádiz, 29004 Málaga
Telephone:	+34 678 68 87 47
E-mail:	rentalsunnysideup@gmail.com

CUSTOMER

Full name:	_____
Passport / ID No.:	_____
Address:	_____
Telephone:	_____
Driving license No.:	_____
License valid until:	_____

VEHICLE DETAILS

Car brand & model:	_____	License plate:	_____
Colour:	_____	Year of manufacture:	_____
Chassis / VIN No.:	_____	Mileage upon release:	_____
Fuel type:	_____	Mileage upon return:	_____

RENTAL PERIOD AND PRICING

Pick-up date:	_____	Time:	_____
Drop-off date:	_____	Time:	_____
Rate per day (EUR):	_____	Total days:	_____
Total charge (EUR):	_____		_____

Fuel level at pick-up: ☐ Full ☐ 3/4 ☐ 1/2 ☐ 1/4 ☐ Empty

Fuel level at drop-off: ☐ Full ☐ 3/4 ☐ 1/2 ☐ 1/4 ☐ Empty

1. PURPOSE, CUSTOMER OBLIGATIONS AND PROHIBITED USES

This Agreement covers the short-term use of a vehicle without a driver, strictly for the purpose stated at the time of booking. All services are subject to these terms, which both parties acknowledge and accept upon signing.

The Rental Company provides the Customer with a roadworthy vehicle in clean, fully equipped condition including all documentation, tires, tools and accessories. By accepting the keys, the Customer confirms the vehicle is in satisfactory condition and commits to returning it to the company's premises by the agreed deadline, whether under its own power or by tow.

The Customer is required to:

- Return the vehicle by the agreed date and time. Should the vehicle not be returned within 24 hours of the deadline without prior notice, the matter may be reported to the relevant authorities as unlawful retention of property.
- Hand back the vehicle in the same state as received — complete with all keys, documents, tools and fittings — without any tampering or unauthorized modification.
- Refrain from driving while impaired by alcohol, drugs, prescription medication or any medical condition that may compromise safe vehicle operation.
- Accept full civil and criminal liability for any consequences arising from improper or negligent use of the vehicle during the rental period.
- Ensure the number of passengers and the nature of any cargo comply with legal limits. The Customer bears sole responsibility for any violations of transport law.
- Observe all applicable road traffic rules at all times. Any fines or penalties issued against the Rental Company due to the Customer's conduct will be recovered in full of the Customer.

The following uses are strictly forbidden:

- Operating the vehicle in connection with any illegal activity or to transport prohibited goods.
- Subletting, lending or otherwise transferring the vehicle to any third party.
- Using the vehicle as a training vehicle for driving instruction.
- Using a fuel type other than that specified for the vehicle.
- Allowing anyone not listed as an authorized driver on this Agreement to operate the vehicle.
- Taking the vehicle outside Spain without prior written approval from the Rental Company.
- Using the vehicle to push or tow other vehicles or taking part in any motorsport event or speed contest.
- Driving on unpaved, off-road or tracks unsuitable for standard passenger cars.
- Using the vehicle for any commercial delivery, courier or goods transport purpose.
- Smoking inside the vehicle.

A valid original driving license is required at the time of pick-up, along with a government-issued photo ID (passport or national ID card). Customers holding a non-EU license must also present a valid international driving permit alongside their original national license. Failure to provide the required documents will result in the vehicle not being released.

2. PRICING AND INSURANCE COVER

Our standard rate covers the following:

- Fully comprehensive motor insurance with no deposit required. In the event of damage caused by the Customer, the Customer's liability is limited to EUR 500 (deductible), unless the damage results from a material breach of this Agreement, in which case the Customer shall be liable for the full amount of the damage.
- Full-to-full fuel policy (vehicle must be returned with the same fuel level as at pick-up).
- Round-the-clock roadside assistance.
- Theft and attempted theft cover.
- Unlimited kilometers.
- No-charge cancellation.

Our rental desk operates around the clock, 24 hours a day.

3. RETURNING THE VEHICLE

The vehicle must be returned to the agreed location, on time and in the same condition as it was collected — with all original accessories, keys and paperwork. Any deviation from the agreed return terms may lead to additional charges.

Should the Customer choose to end the rental early, no refund will be issued for the unused portion of the rental period.

A grace period of 30 minutes is permitted for late returns. Beyond that point, an additional full day's charge will be applied on top of the total rental amount.

4. ADDITIONAL CHARGES AND PAYMENT

Should the Customer wish to extend the rental beyond the agreed period, the Rental Company must be contacted in advance. A new agreement will need to be signed, and extended coverage cannot be guaranteed without one.

Additional charges may apply in the following situations:

- The vehicle is returned in a clearly unacceptable state of cleanliness — including excessive sand, animal hair, tobacco odor or similar — attracting a cleaning surcharge of up to EUR 250.
- Vehicle documents or keys are missing or lost upon return, incurring a charge of up to EUR 50.
- Traffic fines, tolls, congestion charges or court costs arising from the Customer's use of the vehicle during the rental period.
- Damage repair costs in situations where an unauthorized driver was at the wheel, or where an accident declaration form was not properly completed and submitted to the Rental Company within the required timeframe.

Accepted payment methods: credit or debit card, or cash in Euro.

5. ACCIDENTS AND INSURANCE RESPONSIBILITIES

The rental rate includes mandatory third-party liability cover. All additional insurance protections are governed by the Rental Company's policy, to which the Customer and any authorized additional drivers are bound upon signing this Agreement.

In the event of an accident, the Customer must: immediately notify the Rental Company; contact the relevant authorities; collect the details of any third parties involved; and complete an accident declaration form accurately. The Customer must not admit liability at the scene.

6. FUEL POLICY

The vehicle must be refueled with the correct fuel type as specified in the vehicle documentation. Any damage caused by using the wrong type of fuel will be charged entirely to the Customer, as this falls outside the scope of insurance cover.

The vehicle is provided with a full tank and must be returned with a full tank. If the fuel level at return is lower than at pick-up, the Customer will be charged for the missing fuel at the prevailing local pump price, plus an administration fee.

7. THEFT AND PERSONAL BELONGINGS

The Rental Company accepts no responsibility whatsoever for personal items left, lost, stolen or damaged inside the vehicle during or after the rental period. Customers are advised not to leave valuables in the vehicle.

8. FINAL BILLING AND EXTRA CHARGES

The total amount due is confirmed only once the vehicle has been returned and inspected. If the Customer wishes to extend the rental, the Rental Company must be informed as early as possible so that a new agreement can be drawn up.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by the laws of Spain. Where the Customer qualifies as a consumer, any disputes will be referred to the courts of the jurisdiction in which the Agreement was entered into, in line with applicable consumer protection legislation.

In accordance with Spanish Land Transport legislation, the Rental Company reserves the right to refer unresolved disputes to the relevant Transport Arbitration Board for binding resolution.

10. ADDITIONAL PROVISIONS

The Customer is strongly encouraged to read this Agreement in full before signing. Any questions or objections should be raised prior to signing. Once signed, the Customer is deemed to have understood and accepted all terms. In the event of a breach of any clause, the Customer assumes full responsibility for any resulting damage, loss or liability — whether to the Rental Company or to any third party.

VEHICLE CONDITION AT PICK-UP — NOTES

Damage or observations recorded at handover:

Both parties confirm they have read, understood and agreed to all terms set out in this Vehicle Rental Agreement.

RENTAL COMPANY

Signature

Full name

Date: _____

CUSTOMER

Signature

Full name

Date: _____

Sunny Side Up Car Rental Malaga, Calle Alexander Dumas 17, Carretera de Cádiz, 29004 Málaga
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