

GENERAL RENTAL CONDITIONS

General Rental Terms and Conditions of Costa Mobility Service. Version 1 - October 2023

ARTICLE 1. CONTRACTORS

1. The contracting parties are the Customer, who is 55 years or older or demonstrably disabled, and Costa Mobility Service, trade name of Stuij Costa Services S.L. with NIF: 13883350. Costa Mobility Service undertakes to place the rented care aid, described on the rental form, (in conjunction with "the rented") at the Customer's disposal for the duration of the contract, and to ensure that it is in a usable condition and complies with traffic regulations. The Customer undertakes to pay the total rental price at the time of signing the contract and concluding the contract.
2. The rental agreement for the rented care device is for a fixed period of time. The rental day period begins at 9:00 am and ends at 9:00 pm. Advance reservations are recommended for all rented care aids.
3. The rented care aid will be delivered and picked up, in consultation with the Customer, at an additional cost, if any, depending on the delivery location. The amount of the delivery charge will be agreed upon at the time of reservation. The Customer must provide clear information about the location where the rented care aid can be delivered and picked up and the Customer must provide a functional mobile number.
4. All changes to the rental contract must be notified by the Customer to Costa Mobility Service and confirmed by Costa Mobility Service.
5. Exceptional circumstances or force majeure may cause a delay in delivery to the Customer. In such cases, Costa Mobility Service will always inform the Customer of the changes.
6. All rented care aids are presented in an impeccable state of operation, set up by professional mechanics of Costa Mobility Service. The Customer accepts the immaculate estate of the rented care equipment and has the duty to inspect the care equipment and report any damage. You rent includes cleaning the care aid upon return. However, if the care aid is so dirty that it must be professionally cleaned, the cost will be passed on to the Customer.
7. The rented care equipment may only be used by the designated Customer and the members of his/her party as stated in the rental contract. The Customer undertakes to use the rented care aid with due care and propriety to observe traffic regulations. The Customer is not allowed to transport passengers or modify or adapt the rented care aid in any way.
8. The Customer is prohibited from using a rented mobility scooter or electric wheelchair under the influence of alcohol or drugs.
9. The Customer shall carry the signed rental contract, digital or otherwise, throughout the rental period for possible identification to the police.
10. If the Customer does not comply with the provisions of the General Conditions, Costa Mobility Service has the right to terminate the rental contract prematurely, to repossess the rented vehicle and to proceed to recovery of the rental fee for the entire agreed rental period.

ARTICLE 2. RESERVATION, PAYMENT & DEPOSIT

1. All reservations of rented care equipment must be made in advance with sufficient time to confirm availability. Payment will be made upon delivery of the rented item.
2. The rented care equipment must be paid in full upon signing the rental contract. Accepted methods of payment: Credit or debit card (MasterCard or Visa) or cash (EUR).
3. The Customer must read, accept and sign the rental agreements. The Client will be asked to show an original passport or personal ID and proof of disability in case of age under 55. The deposit of €20 to €250 per care aid (depending on the type of care aid) must be paid in cash. The deposit is refunded if the rented equipment is returned in the same condition in which it was rented. There is no right to a refund of the deposit until the end of the rental contract.

ARTICLE 3. RESPONSIBILITY OF THE CUSTOMER

1. The Customer accepts the cost of missing or broken parts of the rented care aid at market prices. If the missing or broken rented care device exceeds the amount of the deposit, the Customer must settle the balance.
2. The Customer is obliged to protect the rented care equipment against loss and theft. In case of theft or loss during the rental period, the Customer must bear all costs of replacing the rented item at the market prices in force at the time, including 21% VAT. From the moment of signing the contract and receiving the rented care equipment, the Customer is fully responsible for the rented item.

ARTICLE 4. REPLACEMENT DURING THE RENTAL PERIOD

1. If the Customer encounters problems with the rented equipment during the rental period, Costa Mobility Service will replace the rented care equipment. In case of improper use of the rented care equipment resulting in damage, the Customer will be charged for the repair costs. If the damage exceeds the amount of the deposit, the Customer must settle the balance.

ARTICLE 5. LIMITATION OF LIABILITY

1. Costa Mobility Service has civil liability insurance for mobility scooter rentals. This insures you for damage and injury to third parties. Damage or injury to yourself or the mobility scooter is not insured and is your own liability.
2. However, Costa Mobility Service is not responsible for liability arising from improper use of the rented mobility scooter. For example, injury, damage, loss or theft due to accidental drinking, reckless driving or unattended storage.
3. The Customer is responsible for adequate personal insurance for risks that may occur during the rental period. Costa Mobility Service is not liable for claims for bodily injury or damage, accidents or loss of personal property.
4. The Customer must respect Spanish traffic regulations. Any ticket or fine as a result of misuse of the rented care device will be the full responsibility of the Customer.