



ALYDAMA

Booking Terms and Conditions

The Alydama vehicle rental services in Italy are provided by Samira Group S.r.l. (hereinafter Samira) .

Samira group S.r.l.

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63822 – Porto San Giorgio (FM), Italy

Tel: 199 302300; email servizioclienti@alydama.it

Any disputes that may arise out of or in connection with the interpretation or performance of these Booking Terms and Conditions are within the exclusive jurisdiction of the Court of Fermo.

This does not affect, for disputes with consumers (or equivalent entities), the jurisdiction of the Court of the place where the consumer has its residence or address for service.

With reference to consumers and to entities which are equated to them under Article 66 quater of the Code, we inform you that they may also use the mediation procedures referred to in Legislative Decree of 4 March 2010, No 28. Nor does it affect the possibility of using the procedures of voluntary and joint negotiation provided for by Article 2 (2) of the same Legislative Decree No 28 of 4 March 2010, where applicable.

To use the services offered on the website www.alydama.it (hereinafter the Website) and, in particular, to submit order requests and booking requests, you must first register.

Anyone wishing to register must guarantee that the personal data being provided are true, correct and updated.

With reference to the fulfillment of the disclosure requirements set out in Articles 52 and 53 of Legislative Decree No 206 of 6 September 2005 on the Consumer Code (hereinafter the Code), this is to inform you that pursuant to Article 59 (n) of the Code, the right of withdrawal does not apply to car rental services.

The information contained in the descriptive pages of the services offered by Samira are for information only and does not constitute a contractual offer nor a public offer of the described services. None of the information contained in this Website may be considered to constitute a contractual offer or invitation to contract, except for the pages describing specific services for which a contractual offer is clearly and unambiguously formulated.

1. Information on distance booking of Alydama services in Italy: pay-on-arrival rental

The distance booking tools available on the website www.europcar.it, or via the Call Center at 199 302300 if used with the pay-on-arrival method, are provided to you strictly for the purpose of the prior check of availability of the rental vehicles and the related cost estimates.

If, as a result of the preliminary check and estimate made on the Website, you submit a booking request to Samira, via the Website or through an operator, the same will be treated as a request made to Samira to check for vehicle availability and the related rental cost estimate in a timely manner.

Samira will reply to such request by communicating to the email address provided by you at the time of booking, the unavailability of the vehicle, or, the availability of the same, in the latter case confirming the rental cost estimate.

Upon confirming the availability of the vehicle, Samira will undertake to keep the vehicle reserved for the period requested by the customer, up until the daily closing time of the rental station or, in case of bookings performed without filing the details of Your mean of payment, up until one hour after the collection time indicated in the booking request.

After the guarantee period has expired and until the closing time of the station where the vehicle is to be collected, Samira will in any case endeavor to provide the rental, subject to availability, of a vehicle of the requested category, without prejudice for Samira to apply any contractual penalty, if due.

If this is not possible but vehicles of other categories are still available, the rental of a vehicle of another, alternative category will be offered, (provided that the customer meets specific requirements for the rental of vehicles of the category available), and, if the customer accepts, the rate for the category of vehicle actually rented will consequently be applied (with the possibility therefore of applying a rental cost other than that indicated at the time of booking).

The rental of a booked vehicle is subject to the signing at the Alydama offices of a Rental Agreement on the terms and conditions set forth in the Alydama Booking Terms and Conditions and in the Samira Rental Terms and Conditions pro tempore in force.

2. Information on the distance booking of Samira vehicle rental services in Italy using payment means

a) Prepaid Booking

If, following the preliminary check and estimate made on the Website, you submit a prepaid booking request to Samira, via the Website or an operator, the same will be considered to constitute your contractual offer for the stipulation of a distance agreement for the booking of prepaid rental services, on the terms and conditions set out below.

To use the Prepaid Booking service you must provide the details of your credit/debit/ card with credit at the time of booking, including your Driver ID (registered user identification code).

Samira will reply to this request by communicating the following:

If the reservation request is made on line via the website: to the email address provided by you at the time of booking, the unavailability of the vehicle and, consequently, the non-acceptance of the offer, or, the availability of the vehicle and the acceptance of the offer, at the same time collecting an amount equal to the estimated rental price from the credit card provided by you at the time of the booking request. The communication confirming the booking will also constitute the voucher to be presented for the payment of the prepaid rental price.

In case of subscription of the Prepaid Booking service, Samira, upon confirmation of the booking, undertakes to make available to you the rental of a vehicle of the requested category starting from the time indicated in the booking, until the daily closing time of the rental station indicated in the booking.

At the railway stations and airports of interest to you, the train or flight number may be shown. In that case, the Prepaid Booking service will guarantee the availability of a vehicle to you of the requested category up until one hour after the actual arrival of the flight/train, where the latter arrives after the time-limit of availability specified in the Prepaid Booking (that is, until closing time of the rental station). At some airports/railway stations, the rental stations may remain open up to a maximum of two hours after normal closing time. In these cases, an overtime fee may be charged.

Under the Prepaid Booking service, you agree to collect the vehicle within the time indicated above or, in any event, to cancel your booking within the time-limits set out below, accepting, in default, that the prepaid amount will be withheld, totally or partially, by way of penalty.

The rental of a booked vehicle is subject to the signing at the Alydama offices of a Rental Agreement on the terms and conditions set forth in the Samira Booking Terms and Conditions and in the Saira Rental Terms and Conditions pro tempore in force.

3. Modification and cancellation of bookings

3.1 Modification

Any changes (other than cancellation) to the reservation, after it has been confirmed, may be made by the customer free of charge within the established time for collection of the vehicle.

Reservation changes may affect in increase or decrease of the rentals rates based on the modified characteristics of the rental. In order to correctly modify Your booking, we invite You to use the same communication channel that You used for the original reservation. Alternatively, You can call our Call Center at 199 302300 (in case of landline calls the cost is equal to € 0,05 at connection plus € 0,03 per minute, VAT included. In case of mobile calls, the cost depends on the rates applied by your phone operator).

3.2 Cancellation

You can cancel Your booking free of charge provided that You have given Samira at least 96 hours' notice before the rental is due to start.

3.3 Late Cancellation Penalty

If You cancel giving Samira less than 96 hours' notice, a penalty might be applied equal to the amount indicated in the Tariff Guide. The amount of this penalty shall not exceed the price of Your rental if it is lower. In case of prepaid booking, the prepaid amount will be refunded less the Late Cancellation Penalty. In the event of a non-prepaid reservation, the penalty will be deducted from the mean of payment You have provided. In case of reservations performed without filing the details of Your mean of payment, You remain liable for the Late Cancellation Penalty.

3.4 No Show Penalty

If You have not cancelled Your booking and You fail to come to the Alydama station agency to pick up the Vehicle at the time scheduled, a No Show Penalty might be applied equal to the amount indicated in the Tariff Guide. If the price of Your rental is lower than the No Show Penalty, the No Show Penalty's amount will be equal to the price of Your rental. In case of prepaid booking, the prepaid amount will be refunded less the No Show Penalty amount. In the event of a non-prepaid reservation, the penalty will be deducted from the mean of payment You have provided. In case of reservations performed without filing the details of Your mean of payment, You remain liable for the No Show Penalty.

4. Force Majeure

Neither party shall be liable for failure to perform their obligations under any kind of reservation in cases of force majeure. "Force majeure" - within the meaning of the legal provisions in force - means an irresistible, unforeseeable and extraordinary event which is beyond the control of the parties and prevents the same from fulfilling their obligations. Therefore, in cases of force majeure:

- Prepaid booking: the transaction will be cancelled and Samira will refund the pre-paid rental amount. Samira will have no further obligations vis-à-vis the transaction;
- Non prepaid booking: the booking will expire, no fee will be charged for no show and Samira will have no further obligations vis-à-vis the transaction.

5. Other provisions

The rates specified at the time of booking do not include any additional charge not specifically indicated as included in the booking confirmation sent by Samira nor any optional additional services requested by you or any other additional charge specified in the Rental Terms and Conditions pro tempore in force for which you may be responsible (e.g. administrative penalties, damage, etc.).

By making the booking the applicant guarantees that the data provided is correct and the credit card indicated has sufficient funds to cover the related order, assuming any responsibility for the correctness and feasibility of the reservation. In case of any changes made to the data provided by the applicant, it is the latter's responsibility to inform Samira thereof as soon as possible. Samira reserves the right to refuse an order request or booking where the applicant fails to provide all the data required and necessary to use the services offered, or in the case of malfunctioning of the electronic systems or operating software, or of incorrect or incomplete information contained in the Website which is beyond the applicant's control.

In case of non-acceptance of the request, Samira undertakes not to apply any fees to be borne by the applicant and to contact (via e-mail, fax or phone) the applicant as soon as possible at the address provided by the latter to notify them of the failed transaction. Samira reserves the right to make the necessary controls on the validity of the credit card used by you at the time of the booking request. Samira is not responsible for any illegal or improper use of the customer's credit card nor for any damage that may be caused to the customer as a result of transactions carried out using a credit card, which are beyond its control. Failure to make any payments due by you within the established time-limits shall determine the resolution of the booking agreement pursuant to Article 1456 of the Italian Civil Code, without prejudice to Samira's right to claim damages.

Any changes in the price of the foreign products or services offered on the Alydama Website due to fluctuations in the exchange rate shall be borne in full by you.

In case of reservations made in the name of more than one person, the signatory of the agreement will be directly and personally responsible for the payment of the full amount as consideration for all the booked services and hereby undertakes to inform the other parties of all the terms and conditions governing the agreement.

Samira Group S.r.l. is not responsible for the booking services or simulated booking services available on websites other than the Website www.alydama.it regardless of whether these are connected to third parties or companies belonging to or associated with the Samira group.

The Samira Booking Terms and Conditions and Rental Terms and Conditions are subject to change at any time.

The information on the prices provided by the on line booking service is based on the data provided by you.

No on line booking of a Alydama vehicle may, under any circumstances, be construed to constitute a rental agreement.

Each official website of the Samira group contains a memorandum of the conditions of booking and rental of the Alydama vehicles, in the language of the customer concerned and in accordance with the laws and regulations in force in the country where the services will be provided. These conditions may be provided to you at your request. If such notice does not appear on the official website, you will be deemed to have been adequately informed hereby. In any event, the car rental agreement shall be drawn up at the time you collect the vehicle and sign the rental agreement, accepting the general and specific conditions of rental contained therein.

If you have any comments to make on the functioning of the website, and especially on the functioning of the on line reservation form, you may contact the website administrator at the Samira address indicated above or at the following e-mail address: servizioclienti@alydama.it

www.alydama.it