

## Terms & Conditions

(effective July 1st 2015)

### 1. Preamble

The Lessor, Avis Autovermietung GmbH, with its registered office at Laaer Berg Strasse 43, 1100 Vienna, Austria, acting in the Czech Republic through its branch office Avis Autovermietung GmbH - organizační složka with its registered office at Praha 1, Klimentská 46, Postal Code 11002, Identification Number: 45770603, entered into Commercial Register maintained by the Prague City Court under the File No. A 6880 ("Lessor" or "Avis") and the Lessee indicated overleaf have concluded rental agreement ("Lessee") with respect to the vehicle described overleaf which is governed by the terms and conditions below ("this rental agreement"). Amendments, supplements and ancillary arrangements or contract cancellation must always be set down in writing.

- a) Persons not indicated as Lessees in this rental agreement may only drive the vehicle if an additional fee has been paid therefor in advance. A charge of € 7,00 will apply for every additional driver per day (max. € 70,00). Should the Lessee not be the driver, he shall be subject to the obligation to provide information on the driver.
- b) The Lessee shall be liable for all tolls, traffic or parking violations domestic and abroad as well as for acts of trespass of possession and shall consent to the collection of costs incurred by the Lessor as a result of such circumstances via his mode of payment indicated overleaf (his credit card in particular).
- c) The minimum drivers/Lessees age is 19 years for small category cars, for medium and large category cars 21 years and for Luxury category cars 25 years. The driver/Lessee must hold a valid driving licence (or equivalent foreign licence) for at least 1 year. A charge of € 14,00 per day (max. € 140,00) will apply for all drivers under the age of 25 years.
- d) If driver / Lessee holds an international driving permit it has to be in the Roman alphabet and in combination with a national driving licence.

### 2. Rental costs and terms of payment

Avis rates are based on time and distance driven. All charges are calculated in full units (hour, day etc), part units are rounded up to the next full unit. Rates include oil, maintenance, third party liability of CZK 50 Mio and wear and tear, but exclude fuel.

- a) The maximum duration of a rental contract is 30 days which can be extended for a further 60 days by exception and when agreed with Avis.
- b) The car rental can be paid non-cash only by using an Avis loyalty card or another credit card (no prepaid or debit card) recognized by Avis. Lessee shall provide Lessor with a credit card that must be valid for at least another three months and shall authorize Lessor to deduct a credit balance from the card issuer in the amount of the estimated rent according to this rental agreement, plus one tank filling and a deductible in the event of damage, in the amount agreed upon. Lessor shall furthermore be entitled to retroactively correct all of Lessee's liabilities arising from this rental agreement, in particular also consequential costs such as e.g. administrative penalties, cleaning expenses, towing

charges, compensation for damages, etc., using the credit card provided to cover the rental fee, as well as to issue and use all receipts required for this.

c) If the credit card provided does not have the required credit rating, Avis shall reserve the right to refuse the rental or to request a second credit card which must be a Visa/Mastercard Gold, American Express or Diners Club card. To rent a luxury class vehicle, two credit cards are required in any case; one of the two credit cards must be an American Express or Diners Club credit card. Cash payments are not accepted for car rentals.

d) Lessor's rent receivables as well as any other receivables arising from the rental agreement, where applicable, incl. claims for compensation, are due for payment promptly in each case; in the event of default of payment, Lessee shall undertake to pay default interest in the amount of 6 % p.a. above the respective 3-month Euribor rate; in addition, Lessee shall owe and pay to Lessor compensation for any charges resulting from the default in payment, in particular dunning charges in the amount of € 18.00 (including value-added tax), the costs of out-of-court pursuit and judicial prosecution of the claim by collection agencies and/or a lawyer, to the extent that these costs are necessary for adequate prosecution.

### **3. Use of the vehicle**

Lessee shall return the vehicle in the condition in which it was rented, including all accessories and complete equipment. Refuelling costs shall be at Lessee's expense. See also point 4 with respect to the rules on returning the vehicle and on loss assessment. Lessee shall follow the manufacturer's operating instructions.

a) The Lessee shall acknowledge that the vehicle may not be used:

aa) to commit crimes

bb) to sublet the vehicle

cc) to convey passengers or objects for a fee and to transport dangerous, toxic or flammable substances

dd) to tow, push or otherwise move a vehicle or trailer

ee) in motor sports events, for training or instruction drive, or off-road.

ff) by persons under the influence of alcohol or drugs and/or a person who is unfit to drive due to other circumstances (§ 5/2a, b, c; Act 361/2000 Coll.)

b) In all Avis rental cars smoking is interdicted (marked by non-smoking stickers). In case of breach of this clause a cleaning fee of € 60,60 will be charged. Avis' right to claim further damages shall remain unaffected.

c) The right to use the vehicle shall become effective at the start of the rental period agreed upon in this rental agreement at the earliest. Any possible earlier operation of the vehicle must be approved in writing by Lessor.

d) Lessee acknowledges that any change to the rental period reserved by Lessee, or agreed upon at the time the vehicle was picked up, may lead to a change in the rate applied. This may result in a discrepancy between the reserved rental charge and the one that is actually invoiced.

e) Should Lessee not return the vehicle at the agreed return time and/or the agreed return location, he shall make Lessor aware of this situation as early as possible. Any extension of the rental period or any change of return location is permitted only after express permission has been obtained from Lessor. If this is not the case, Lessor shall reserve the right to charge Lessee a Late Return Fee as set out in clause 9. e) below, respectively for all costs resulting from returning the vehicle to an other rental station than the one agreed (at the least, however, € 42,35).

f) Lessor shall be entitled to terminate the rental agreement prematurely, effective immediately, for cause. Termination for cause may be e.g. default in payment, or if the vehicle is used in a manner contrary to the agreement, or if other essential contractual obligations are violated or are not being complied with, or in the event the vehicle is damaged or destroyed. Premature cancellation of contract may be declared verbally (e.g. by telephone) by Lessor.

g) In the event of late payment, should the unpaid balance as per the payment reminder mailed to the customer not be paid within the period allotted in the payment reminder, Lessor shall be entitled to collect the rented vehicle.

#### **4. Pick Up and Return of vehicle**

The Lessee shall be liable for all expenditures which the Lessor incurs for repairs or replacement due to damage to the vehicle.

a) At the time the vehicle is transferred to Lessee and returned to Lessor, all damages to the vehicle shall be recorded in this rental agreement and confirmed by the signature of Lessee. Lessee shall be liable for all damages to the vehicle that are ascertained when the vehicle is returned, in addition to those noted at the time the vehicle was transferred. Lessee shall not be permitted to retroactively claim compensation for damages that were allegedly present at the time the vehicle was transferred to Lessee already.

b) The vehicle may be returned during Lessor's hours of operation only as indicated in this rental agreement. The customer shall keep the vehicle safe from pick-up to return time, or if collection by Avis has been agreed until the vehicle is collected by Avis, or from Monday – Friday up to 6 hours after Avis has been notified to collect the vehicle whichever is earlier. If Lessee does not notify Avis to collect the vehicle between Monday and Friday at least 6 hours before end of hours of operation, Lessee's duty to keep the vehicle safe shall extend until 12:00 on the following business day not including Saturdays.

c) Returning the vehicle outside of hours of operation is not permitted. If the vehicle is returned to Lessor outside of the hours of operation or without being confirmed by an Avis employee, Lessee shall be liable for losses and for all damages ascertained that were not recorded in the rental agreement by Lessee at the time the vehicle was picked up, up until the time Lessor actually takes possession of the vehicle again.

d) For delivery and collection within Avis city limits a minimum charge of € 14.52 will apply. Outside business hours and Avis city limits a charge of € 1.21 per kilometre will apply. For return in a hotel

the Lessee shall call the Avis station personally or alternatively secure a confirmed call on his / her behalf by the receptionist, should the Lessee wish to leave the car with the hotel for collection by Avis, otherwise the Lessee might be liable for all costs (e.g. parking costs) due to delayed collection.

e) Lessee is not obligated in principle to clean the vehicle before returning it; however, in the event the vehicle is exceedingly dirty or is soiled beyond the limits of ordinary use, Lessor shall be entitled to charge Lessee for any additional cleaning fees in accordance with point 9 of this rental agreement. If the vehicle is too soiled to allow the condition of the vehicle to be determined, in particular to check the vehicle for additional damage, Lessor shall reserve the right to clean the vehicle before confirming acceptance.

## **5. Limitation of liability**

When setting up this rental agreement, Lessee shall have the opportunity to agree upon a limitation of liability per damaging event with Lessor. The limit of liability per damaging event shall be recorded in detail in this rental agreement. It should be noted that a deductible shall be applied to each damaging event that is not associated with the same cause, instead of only once per this rental agreement or per vehicle.

a) The agreement on the limitation of liability shall cease to be effective, however, if Lessee or the authorised user of the vehicle violates the provisions of this agreement (especially points 1, 3, 6, and 7) and/or if he acts in a grossly negligent manner or deliberately. Furthermore, damages caused by disregarding clearance heights and/or widths (e.g. underpasses, garages, etc.) are not covered.

b) In addition, the following shall be exempt from any limitation of liability at all times: Damages arising from accidents where Lessee or the Authorised Driver leave the scene of the accident, using the wrong fuel, as well as the loss of or damage to vehicle keys, license plates, certificate of approval and mobile Avis accessories (e.g. GPS devices, child's safety seats, among other things).

## **6. Insurance cover and behaviour in case of an accident**

The Lessee and the authorised driver are covered by a motor-vehicle liability insurance policy, which can be inspected at the Lessor's head administration offices.

a) The Lessee shall uphold the Lessor's and the insurance company's interests in the event of an accident for the duration of the rental term by complying with all legal provisions which are to be obeyed immediately following a traffic accident, in particular:

aa) taking down the names and addresses of all parties involved and all witnesses, as well as providing all necessary assistance

bb) owning up to no fault, acknowledging no liability and effectuating no payments

cc) not leaving the vehicle without taking reasonable security precautions and undertaking everything possible to reduce the damage

dd) making a detailed report by telephone to the nearest Avis station at the Lessor's expense,

ee) immediately notifying the police or the nearest security-service office, especially if persons have been injured or, in a case of property damage, if the other party involved in the accident cannot be

immediately identified with name and address. The Lessee is liable for all costs which occur due to not notifying the police or not completing the enclosed Avis Accident report form.

b) If the Lessee accepts the provisions of the passenger insurance policy offered by the Lessor in combination with its insurance company for the rental customer, he shall have insurance coverage according to the terms and conditions displayed at the rental station.

c) The Lessee shall hereby release the Lessor from all liability, to the extent legally permissible, for damage to and loss of objects conveyed, kept or left behind in the vehicle by the Lessee or someone else prior to or during the rental term or after returning the vehicle to the Lessor. The Lessee shall exempt the Lessor from all costs and claims asserted against the Lessor in connection with such losses or damage.

d) The steering wheel lock and the doors and windows must be locked at all times as long as the vehicle is not in use; the Lessee must take all precautions so that the vehicle cannot be operated by unauthorised persons. Attention is drawn to the pertinent legal provisions, in particular Art. 2900 of the Civil Code.

e) The Lessor shall undertake everything in his power to avoid mechanical failures or malfunctions in the vehicle. However, to the extent legally permissible, he shall assume no liability for such failures and malfunctions, nor for any and all losses or damage incurred thereby. Liability or damages in accordance with the Product Liability Act [Produkthaftungsgesetz] or other product liability claims derived from other provisions for property damage to objects used commercially by companies shall be precluded.

f) Lessee shall not be entitled to represent Lessor in legal transactions; accordingly, Lessee shall not be permitted to commission repair work on the vehicle on his own authority, i.e. without obtaining Lessor's express approval in advance. Only if it is not possible to confer with Lessor for reasons that lie in Lessor's sphere of influence, and if there is imminent danger, or if the requirements for agency without specific authorisation are met in other respects, Lessee shall be authorised to have repair work performed by a repair workshop authorised to repair the respective vehicle brand.

## 7. Travel abroad

a) With vehicles rented in the Czech Republic it is in general NOT allowed to travel to Albania, Armenia, Belarus, Bosnia & Hercegovina, Bulgaria, Estonia, Greece, Kosova, Latvia, Lithuania, Macedonia, Moldova, Montenegro, Romania, Russia, Serbia, Turkey, Ukraine and any islands or other continents. Infringements shall entail full compensation for damages for all direct or indirect damage up to the rental vehicle's full value and shall entitle the authorities to seize the vehicle at once. In particular, impermissible attempts to cross borders shall entail cancellation of the right to continue using the vehicle. The Lessee shall be liable for the vehicle's full value in a case of theft.

b) Exceptional regulation, to the extent arranged via stamp on the front page of this rental agreement apply to travel into Poland and Croatia contingent upon compliance with all the following terms and conditions:

aa) conclusion of limitation of liability for damage and in case of theft

bb) payment of a security surcharge according to negotiation of € 8,00/rental day (max. € 80,00)

cc) The vehicle may only be parked in supervised parking areas.

dd) The vehicle's keys may not be given to a third party under any circumstances, including in particular for safekeeping or for manoeuvring the vehicle.

## **8. Reservations**

Reservations can only be made for car groups in which a variation of vehicle models can be combined. Specific makes or models can not be guaranteed.

a) A Non Cancellation Fee of € 60,00 will apply if reservations are not picked up within 24h of the reserved pick up time and have not been modified or cancelled before the reserved pick up time.

b) For reservations out of office hours, a charge of € 54,45 will apply, which is charged over the Rental Agreement. Such reservations require a confirmation of the affected station.

c) On all offices a late arrival fee of € 42,35 will apply to all rentals where the reservation was scheduled within the opening hours but the actual processing of the rental took place after the official closing time, irrespective of the reason for the delayed pick up of the car.

## **9. Fees**

a) Airport Surcharge: All car rentals originating at Czech Avis airport locations are subject to an airport surcharge of 19 % on the total charges before taxes (with a minimum of € 26,62). At Airport stations this fee is included in the reserved price of the rental.

b) Registration fee-Highway fee: A charge of € 4,84 per day will apply, maximum € 96,80 per this rental agreement. This fee is included in the reserved price of the rental.

c) Winterization Service charge: Between 1st of November and 15th of April a charge of € 4,84 per day will apply, max. € 96,80 per rental agreement. This fee is included in the reserved price of the rental.

d) Refuelling Service Charge/EZ Fuel Fee: A fixed refuelling service charge of € 21,78 will apply when the vehicle needs to be refuelled additionally to the fuel costs. For renters choosing the prepaid fuel product no fixed refuelling service fee will apply and there is no refund for unused fuel. Customers are advised to show the fuel receipt at the car return to prove the full tank. Where the vehicle has been driven less than 120 km, an EZ Fuel Fee of € 12,00 will be charged in compensation for the fuel consumed. EZ Fuel Fee will not apply if the renter proves that the vehicle has been duly refuelled by presenting the refuelling receipt.

e) If the vehicle is returned late without the Lessor's prior agreement, Lessee will be charged an extra day's rental plus a Late Return Fee of € 10,00 for each day or part of a day the vehicle is returned late.

f) Damage Processing Fee: In the event of liability a damage processing fee of € 30,00 will be charged in addition to the damage or loss. If the renter has limited the liability by purchasing Theft Protection (TP), Collisions Damage Waiver (CDW) or Super Cover (SCDW) and subject to the provision on the lapse of liability reduction set out under 5 a) the renter's liability is limited to the lower of the

estimated cost of repair or replacement plus the damage processing fee or the applicable excess stated on the rental agreement.

f) Additional Equipment: On request at time of reservation snow chains, ski racks and child safety seats are available for € 32,00 each per rental. Mobile navigation systems are available for rent at a price of € 14,00 per day (€ 70,00 per week, € 140,00 per month). In case of theft, loss or damage of the device € 199,65 will be charged. (For this excess charge no reduction or waiver is applicable)

g) Other costs: The following costs will apply, should the occasion arise: loss of keys € 242,00; loss of registration licence or licence plate € 121,00; extraordinary cleaning up to € 228,70; handling fee for traffic fines € 18,15; towing costs and costs for roadside assistance and recovery as incurring.

## **10. Place of jurisdiction and applicable law**

This agreement shall be governed by the laws of the Czech Republic. The Czech courts shall have jurisdiction for disputes arising from or in connection with this rental agreement. Local jurisdiction of such courts shall be determined according to the address of Lessor's branch office set out in the Preamble, unless mandatory provision of applicable law requires otherwise.

## **11. Data Security**

In compliance with the legal provisions on personal data protection, Avis shall be entitled to compile and process all of the Lessee / additional driver data set out in this rental agreement for purposes of performance of this rental agreement.

By entering into this rental agreement the Lessor / additional driver also consent to processing of such personal data for marketing and promotion purposes by Lessor or its affiliates to whom the Lessor transfers such data for the period of duration of this rental agreement and 3 years after termination thereof. The list of such affiliates can be found at [www.avis.cz](http://www.avis.cz). Such consent can be revoked at any time in writing; the letter should be sent to Avis Autovermietung Ges.m.b.H, Laaer Berg Str. 43, 1100 Vienna.

The Lessor shall be the controller as well as the processor of the personal data unless they are transferred to its affiliate as set out above.

The Lessee /additional driver shall have the right to access his / her personal data and correction thereof. Should the Lessee / additional driver become aware or suspect that the Lessor processes such personal data in violation of applicable laws, he / she shall have the right to ask the Lessor for explanation and remedy of such violation or bring the situation to the attention of the respective regulatory authorities.

The Lessee / additional driver agree that the Lessor (or its affiliates to whom the personal data are transferred as set out above) may also send the commercial communication regarding its products and services via e-mail address provided to the Lessor upon making reservation and / or entering into this rental agreement. Should the Lessee / additional driver no longer wish to receive such commercial communication, they shall notify the Lessor or its affiliate using the contact details set out in such commercial communication.

## **12. Currency Conversion**

If the renter has chosen to pay in a currency other than that used by Avis when the quote was prepared, the exchange rate used is based on the Citibank wholesale rate plus 4% with this currency conversion service being provided by Avis.