

Please ensure you have received a copy of the Terms and Conditions

AVIS

Car Rental Contract

GENERAL RENTAL AGREEMENT CONDITIONS (last updated March 1, 2004)

Avis Autovermietung AG, Flughofstrasse 61, CH-8152 Glattpburg

1. Period of Lease/Return of Vehicle: The renter will return the vehicle incl. equipment/accessories on the date and to the Avis station specified on the front page, or sooner, upon demand of Avis Autovermietung AG or of a related Avis company in another country (hereinafter collectively "Avis").

2. Conditions of Acceptance: The renter has received the vehicle ready for use and with a full fuel tank. Damages must be mentioned on the rental agreement before check out.

3. Minimum Age/Additional Drivers: The minimum age of the driver is 21 years (for luxury size vehicles, 25-30 years). Any driver must be validly licensed to drive for at least one year. The vehicle may only be driven by the renter himself. Drivers under the respective ages or additional drivers are only allowed if the Young Driver or Additional Driver fees, respectively, have been agreed to before check out. The renter is fully liable for damages arising from a third person's driving the vehicle. The renter is obliged to inform Avis at any time, upon demand, of the name and address of the driver.

4. General Limitations of Use: The renter acknowledges that the vehicle may not be used in the following circumstances and that he is liable for all damages if these conditions are disregarded: (a) to drive into/through Bulgaria, countries of the Commonwealth of Independent States ("CIS"), the Czech Republic, Slovakia, Hungary, Poland, Romania, Albania, the countries of former Yugoslavia, Greece, and Turkey, (b) to transport illegal or dangerous goods, (c) to carry passengers for consideration, (d) for learning purposes, (e) to tow, push, or move in any other way any vehicle or trailer, (f) to participate in record-breaking attempts, motor sport events, car races, rallies, test training, races, orientation, motocross, reliability, endurance, or consumption competitions of any kind, or on any kind of test or training course, (g) under the influence of alcohol/drugs.

5. Foreign Vehicles: The renter of a vehicle assigned in a foreign country undertakes not to return the car to Switzerland. Renters who are Swiss residents must furthermore leave Switzerland with the car within 2 days from the start of rental and must only use it for the direct drive to the foreign country.

6. Costs: Upon return of the rental vehicle, the renter must pay: (a) rental cost, (b) daily charges for CDW, TP, PAI/SuperPAI, (c) deductibles in case of incident, (d) Charges for Additional/Young Driver, additional special equipment, delivery, collection, highway taxes, (e) transportation charges, i.e. for return of the vehicle to other than the agreed destination all retrieval costs including loss of use, etc. (f) cost of fuel and tanking service if the vehicle is returned with less than a full tank (no credit is given for any remaining fuel in the vehicle in case the quantity of fuel has been agreed upon in advance), and (g) related governmental taxes. Upon receipt of the invoice, the renter must pay the following charges: (h) full compensation for damages caused by excessive or careless use of vehicle and/or by use of vehicle contrary to the contract caused by the renter and/or any other driver, (i) compensation for damage or theft up to the amount of the contractually determined liability costs, (j) tickets/fines and related charges, (k) collection costs and other costs incurred as a result of claims against the renter.

7. Liability in Case of Damage, Accident (CDW), Theft (TP): The renter is liable for all charges up to the amount of the liability costs or value of the car incurred by Avis except for fire, elemental, or animal related damages (except in such latter case, the renter is liable for damages caused by animals belonging to the renter or passengers). Charges include (among other items) vehicle damages, loss of car's value by theft, reduction in value, transportation, expert assessments, claims handling fee, loss of use, third party liability deductible, and insurance bonus loss. Regardless of place/time of return, the renter is liable until Avis confirms in writing that he is liberated from damages.

8. Reduced Liability (CDW/TP): The notions Reduced liability, CDW and TP are valid for further notions concerning the deductible. If the renter signs the reduced liability agreement for CDW (Collision Damage Waiver)/TP (Theft Protection) or if this is included in the rental tariff, the renter's liability is reduced to a fixed deductible sum for CDW/TP set forth on the front page or according to the applied tariff, which may not be excluded. Van rentals are subject to additional conditions.

9. Unlimited Liability: The renter is fully liable – also in case of agreement of reduction of liability and if cause attributable to an additional driver – for damages caused by violation of the contract, and by damages of/in the vehicle caused by intention or gross negligence.

10. Third Party Liability Insurance: The renter and any authorized driver are insured for bodily injuries, property damages, and related costs under the automobile insurance policy available for inspection at Avis' headquarters, up to the policy limits of Avis in the country where the vehicle is registered.

11. Procedure in Case of Accident: In case of an accident, the renter must protect the interests of Avis and of the insurance company, by: (a) completely and accurately filling in the accident report given to him by Avis, (b) recording names and addresses of parties/witnesses, (c) not admitting liability or guilt, (d) safeguarding the vehicle adequately, (e) advising the nearest Avis station, and (f) notifying the police immediately if another party's guilt must be ascertained, or if people are injured. The renter is liable for any damages accruing to Avis from any breach of these obligations.

12. PAI (P), SuperPAI (SP), Passenger Accident Insurance: Benefit documentation is available at Avis stations in Switzerland.

13. Transported Personal Property/Animals: The renter hereby releases Avis from any liability for loss or damage to any person, property, or animal left, stored, or transported and also holds Avis harmless against such third party claims. Animals may only be transported in an appropriate cage and may not be left alone in the car. Animal transports in commercial vehicles are forbidden.

14. Safeguarding the Vehicle: As long as the vehicle is not in use, the steering wheel and doors of the vehicle must be locked, the key must be removed, and any electronic anti-theft system must be switched on.

15. Breakdown and Defects of Vehicle: Avis is not liable for any faults/defects of the vehicle or for any damages arising therefrom. In Switzerland the renter must notify such defects to the TCS-breakdown service or to the repair service of the respective make of car. In other countries the nearest Avis station has to be notified. Repair or service works require the express consent of Avis.

16. Alterations of Agreement: Additions and alterations of this Agreement shall be null and void unless agreed to and accepted in writing by the management of Avis.

17. Sublease/Transfer of Rental Agreement: Subleasing and transferring this contract to any third party requires the written consent of the management of Avis.

18. Assignment of Claims by Avis: Avis is entitled to assign any claims arising out of or in connection with this Agreement.

19. Power of Attorney: In case of an accident with the rented vehicle, the renter authorizes Avis and its insurance company to obtain any records and information from any authority (such as courts, prosecuting authorities, and police offices), federal authorities (Federal Accident Insurance Company, Military Insurance, Disability Insurance, Postal Services, Swiss Railway Companies), private insurance companies and health insurance companies or third persons.

20. Data: Subject to the consent of the renter and Swiss data protection laws, Avis is entitled to: (a) gather and use all customer data provided in the contract, (b) transfer this data abroad including to countries that do not have regulations comparable to Swiss data protection laws, (c) transfer such data for processing to foreign Avis companies that are part of the Avis Rent A Car System or part of Avis Europe Group, and (d) inform the renter about Avis services.

21. Applicable law/Jurisdiction: This Agreement is governed by Swiss law. The District Court of Bülach/Switzerland has jurisdiction. If Avis assigns any claim pursuant to Article 18 to an assignee abroad, the regular courts at the renter's domicile or customary place of residence shall have jurisdiction.

Rental Agreement Number : 217688181

Avis Contact Details

Avis Training Services
Avis House
Bracknell, Berks RG12, GB

Web www.avis.co.uk
Reservations 0870 60 60 100
Breakdown 0800 200 888

Personal Details

Name Avis, Rental Agreement
Address Avis House
Park Road
Bracknell, RG12 2EW, GB

FTP # BA/12345678
Company Avis Europe PLC
Contact Number 01344 417114
Date of Birth 01 Jan 1970

Driving License # GBXXAVIS9701010RA9XX

Location Details

Start Location
AMS AVISVILLE GB
01344-426644

Agreed Return Location
AMS AVISVILLE GB
Avis House
Park Road
Bracknell, Berks, GB
01344-426644

Opening Hours
7 days 0700-2300 0700-2300

Vehicle Details

Vehicle Type Ford Sierra 1.6
Registration XX GBPP03GAD
Colour White
Group Driven C
Transmission Manual
Fuel Type Unleaded
Miles at Start/End 100

Fuel at Start



Your car is located at



Avis recommends Opel and Vauxhall cars

Opel Astra

Rental Agreement Number 217688181

Rental Information

Date/Time	Start	End	Agreed Duration/ Charged	
	21 Apr 06 1530	28 Apr 06 1530	7 days, 0 hours/7 days	
Rental Costs Group C (£)				
Product	Quantity	Net Price	VAT (17.50%)	Gross Price
7 day group C rental including Collision Damage Waiver, Theft Protection, Third Party Cover and 700 free Miles		269.50	47.16	316.66
Free day certificate		-30.00	-5.25	-35.25
Fees and Surcharges				
Premium Location Fee		17.00	2.97	19.97
Vehicle License Fee		6.65	1.16	7.81
Optional Services				
Super CDW	7 days @ 0.00	0.00	0.00	0.00
Super PAI	7 days @ 10.00	70.00	0.00	70.00
Baby/Child Seat		25.00	4.38	29.38
Prepaid Fuel Service		44.33	7.76	52.09
Estimated Total Charges		402.48	58.18	460.66

Notes

Additional Day	£60.56 Incl. Tax
Additional Miles	£0.04 Incl. Tax
Collision/Theft Excess	£200.00

Conditions

Minimum Rental 1 day
Additional charges may apply if vehicle is returned late or not to the agreed location

Additional Information

Terms and conditions Please ensure you have received a copy of the Terms and Conditions

Vehicle Condition

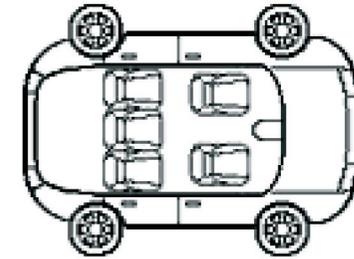
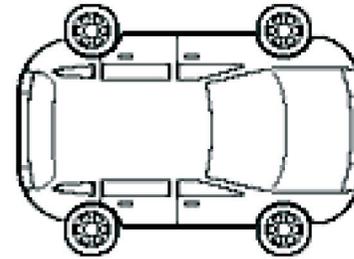
Registration

XX GBPP03GAD

2748211

Exterior

Interior



Part Name

Description

Count

Payment Details

Credit Card: MasterCard XXXX XXXX XXXX 3407

Expiry: 06/06
Code: WIZFLE

Estimated amount due: £460.66

Important Information and Declaration

Before signing this agreement you should carefully read and understand the terms and conditions provided with this document and confirm below whether you consent to receiving information as set out in Clause 10.

Declaration

I agree to the condition of the vehicle as indicated. I consent to pay the final cost of rental and I understand that the cost of rental set out above is an estimate only. I may be liable for further charges as set out in Clauses 1, 2 and 6 which include, but are not limited to, my liability as owner of the vehicle for charges for traffic or parking violations, during the currency of this agreement.

Please tick box if you wish to receive information as set out in Clause 10.

Signature X

Customer name: Avis, Rental Agreement

Date 23 May 2006 1717

Thank you for choosing **AVIS**