

# GENERAL TERMS AND CONDITIONS

## PRESTIGE rent-a-car - v.13/2023

### Article I

#### Interpretation of Terms

- 1.1. **Agreement** - Agreement on the rent of the vehicle concluded into pursuant to § 630 and seq. Commercial Code, which refers to these General Terms and Conditions.
- 1.2. **Commercial Code** - Act no. 513/1991 Coll. Commercial Code, as amended
- 1.3. **General Terms and Conditions (GTC)** - part of the Agreement to which the Agreement refers, which are mandatory for both Parties, which are an inseparable part of the Agreement.
- 1.4. **The Lessor** - a person authorized to operate the vehicle in rent.
- 1.5. **The Lessee** - any physical or legal entity who concludes an Agreement and has committed to fulfill it.
- 1.6. **The Parties** - a single name for the Lessor and Lessee.
- 1.7. **The Vehicle** - vehicle owned or in other legitimate use of the lessor, which is subject to the obligations of Parties and is specified in the Agreement.
- 1.8. **The Driver** - a person authorized to drive a vehicle that is specified as a Driver in the Agreement.
- 1.9. **Rent** - reward for rent agreed by the Parties which consists of the Charges for the Vehicle and Accessories fee to which the final calculation is specified in the Agreement.
- 1.10. **Charge for the Vehicle** - the sum of Daily rates.
- 1.11. **Daily rate** - the price resulting from the Price list of the Lessor for each day of rental.
- 1.12. **Accessories fee** - the sum of the remaining charges for Accessories
- 1.13. **Accessories** - additional services except the Charges for Vehicle ordered by Lessee associated with Rental
- 1.14. **Reinsurance** – extra service that relieves the Lessee of liability for Damage to the extent specified by the Agreement and Terms and Conditions
- 1.15. **Rental** - temporary repayable provision of Vehicle from Lessor to Lessee under the conditions specified in the Agreement and GTC
- 1.16. **Deposit** - refundable deposit provided to Lessor by Lessee in temporary disposition in order to cover Damages or Rent.
- 1.17. **Damage** - any injury to the property of the lessor, regardless of whether it involves damage to property of the Lessor, property reduction of the Lessor or preventing or reducing of the property expansion of the Lessor. For the purposes of this Agreement, Damage also includes entitlements to liquidated damages, interest on arrears, penalties for offenses or other offenses or payments which the Lessor should be obliged to bear.

### Article II

#### Subject matter of the Agreement

- 2.1 By the Agreement the Lessor undertakes to leave the vehicle for temporary use and the Lessee agrees to pay Rent.
- 2.2 The Lessor is mandatory to give the Lessee the Vehicle along with the necessary documents for the time period specified in the Agreement, otherwise without undue delay after the conclusion of the Agreement. Vehicle must be capable of operation and the use to which the vehicle is normally used.
- 2.3 The Lessee must pay rent to the Lessor.
- 2.4 When signing the Agreement, the Lessee undertakes in addition to Rent to pay deposits in favor of the Lessor.

### Article III

#### Place, time and method of handover of the Vehicle

- 3.1 The lessor undertakes to deliver the Vehicle to the Lessee at the place and time to which the Parties agreed in advance. With the

delivery and reception of the vehicle the Lessor is obliged to input relevant data specified in the Agreement that the Lessee is entitled to control and that the Lessee undertakes to confirm by his/her signature. The Lessee agrees to make photocopies of personal documents (ID card, passport, driving license) for the purpose of concluding The Rental Agreement. For the aforementioned steps The Lessee grants his / her signature of this Rental Agreement to The Lessor to agree to do the photocopy of the personal documents. The moment of validation of input relevant data is when the Vehicle is handed over to the Lessee for rental.

- 3.2 The lessee is obliged to return the vehicle to the Lessor at the place and time agreed when concluding an Agreement, unless the Parties agreed otherwise. When returning the Vehicle, the Lessor is obliged to carry out inspection of the Vehicle and write the output relevant data specified in the Agreement that the Lessee is entitled to control and that he/she undertakes to confirm by his/her signature or to apply complaints against them following a written description of the Agreement. Nor any potential complaints relieve the Lessee's obligation to pay rent or other payments or penalties. In the absence of the signature or potential complaints, the data specified in the Agreement are considered to be correct. By the moment of validation or moment of written complaints to output relevant data the Vehicle is returned to the Lessor.
- 3.3 The Lessee is entitled to use the Vehicle first from the moment of handover until the moment of its return, but not later than the expiration date of the Rental and other forms of termination of the Agreement.
- 3.4 The Lessee acknowledges the fact that if the Vehicle is not returned until expiration date of the Rental period and other forms of termination of the Agreement and the Parties have not agreed with the extension of the Rental period, the Lessee is not authorized to use the Vehicle, and such conduct may be classified as a criminal offense. The Lessor is in this case entitled to request the assistance of law enforcement authorities in criminal proceedings and is also entitled to take over the Vehicle at any time and anywhere without the knowledge, consent or cooperation of the Lessee.

### Article IV

#### Payments and Terms of Payments

- 4.1 The rent is determined by agreement of the Parties, depending on the type of Vehicle, the Rental period, provided accessories or other circumstances set out in the Agreement.
- 4.2 Rent consists of the Charges for Vehicle and the Accessories fee.
- 4.3 Charges for Vehicle is based on the sum of the Daily rates. The Daily rate depends on the Rental period. Daily rate begins from the moment of Vehicle handover and ends 24 hours after the handover of the vehicle. Each started hour exceeding the time span of the Daily rate is considered to be the entitlement of the Lessor to charge the new Daily rate.
- 4.4. If the Lessee acting under a prior agreement with the Lessor returns the vehicle before the end or after the end of the originally agreed Rental period, the Lessee is required to pay Charges for Vehicle calculated based on a Daily rate to the actual duration of the Rental. This also applies to Accessories fee, if it depends on the number of days. This does not affect the provisions of potential penalties.
- 4.5. The Lessee is entitled to return the Vehicle before the expiration of the period agreed for the Rent under the previous paragraph and to pay the Vehicle Fee calculated according to the Daily Rate corresponding to the actual Rental Time only if the intention to return the Vehicle prior to the expiration of the agreed period for the Rent has been notified to the Lessor at least 72 hours prior to the intended date of early return.
- 4.6. Daily rate includes the reward for Vehicle use, usual depreciation, motor insurance, accident car insurance, payments for authorization to use the toll sections of motorways and expressways in the Slovak Republic.
- 4.7. Accessories fee is dependent on quantity of Accessories ordered by the Lessee according to the current price list of the Lessor and is calculated as the sum of unit prices of Accessories by type, or

- multiplied by the number of days of the Rental period or number of units of Accessories
- 4.8. The payoff for Reinsurance depends on the type of Reinsurance. The Reinsurance has 2 types; Full Insurance (FI) and Super Full Insurance (SFI).
  - 4.9. Full Insurance relieves the Lessee of the liability for Damage in the amount of the participation in the event of the occurrence of a claim liquidated within the accident insurance, which the insurance company providing the so-called accident insurance applied against the Lessor. However, the disclaimer of liability in FI does not apply if the Damage was caused intentionally by the Lessee or the Driver, by the Lessee or the Driver under the influence of alcohol, narcotics and psychotropic substances, poisons and other substances capable of adversely affecting human behavior, even if the Damage was caused on the wheels (tires and disks) of the Vehicle by anyone, in the interior of the Vehicle, or in the case of unauthorized Vehicle theft.
  - 4.10. Super Full Insurance relieves the Lessee of the liability for Damage to the extent of Full Insurance, including the Damage caused on the wheels (tires and disks) of the Vehicle.
  - 4.11. By signing the Agreement, the Lessee also undertakes to lodge the Deposit for the benefit of the Lessor for the purpose to cover the Damage or the Rent in the form of blocking financial means on a credit or debit card held in the name of the Lessee or Driver mentioned in the Agreement.
  - 4.12. The Lessee must pay Rent in cash, by credit card or by bank transfer.
  - 4.13. In case of cash payment the Lessee is obliged to pay cash to the Lessor in the corresponding amount hand-to-hand when signing the Agreement and the Lessor is obliged to issue a receipt to confirm received cash.
  - 4.14. In case of credit card payment or bank transfer payment the Lessee is obliged to transfer the corresponding amount to the account of the Lessor so that it is available for Lessor when signing the Agreement. The Lessee is entitled to pass the cash funds in the favor of Lessor also in the form of blocking the corresponding amount on the Lessee's credit card. In connection with blockade of the credit card for the purpose mentioned above the Lessee must give the Lessor required data to the Lessor which he is only entitled to use in cases and under conditions specified in the Agreement.
  - 4.15. Lessee agrees that the Lessor is entitled to use the Deposit in order to cover Damages or payment of Rent even with his/her possible additional disagreement expressed in any form. If the Lessee fails to pay within three days after he/she was acknowledged about Damage, had to be acknowledged about Damage or was asked to pay the Damage or Rent, whichever comes first.
  - 4.16. In case of delay of any payment under this Agreement the Parties agreed to delay interest of 0.5% per day of the remaining amount, calculated from the first day of delay until full payment.

## **Article V**

### **Rights and obligations of the Lessor**

- 5.1 The Lessor undertakes to:
  - 5.1.1 give the Lessee the Vehicle in proper condition for usual operation, with the necessary documents and equipment corresponding to the Slovak legislation,
  - 5.1.2 to insure the Vehicle by mandatory contractual insurance and accident insurance,
  - 5.1.3 keep the vehicle in proper condition for the road traffic,
  - 5.1.4 provide relevant information to the Lessee, guidance and advice in case of a vehicle breakdown, an insurance event or other circumstances,
  - 5.1.5 ensure the necessary car maintenance,
  - 5.1.6 carry out liquidation of insurance events.

## **Article VI**

### **Rights and obligations of the Lessee**

- 6.1 The Lessee undertakes to:
  - 6.1.1 use the Vehicle exclusively in personal use or let the Driver use it and not letting it use any other person, the use of which has not been written approved in advance with the Lessor,
  - 6.1.2 only use the Vehicle in a manner appropriate to the purpose for which the vehicle is normally used. For the purposes of this Agreement, the purpose of use of the Vehicle is normal transport of people or objects in the range of personal needs while maintaining driving methods recommended by the Vehicle manufacturer on the roads for normal traffic of comparable vehicles,
  - 6.1.3 not to use the vehicle outside the territory of the Slovak Republic without the prior written consent of the Lessor,
  - 6.1.4 not to drive the car more than 160km / hour,
  - 6.1.5 use the Vehicle in a way that will to avoid situations that might lead to an increased likelihood of damage. The Lessee is in this context obliged to check before driving condition of the Vehicle, in particular condition of engine oil, coolant, brake fluid, tire pressure, or other parts or features of the Vehicle, which could affect the handling of the vehicle or road safety,
  - 6.1.6 use the vehicle so that the number of driven kilometers does not exceed the daily limit of a maximum of 300 km, or monthly limit of no more than 5000 km. For the purposes of this section, to calculate the daily limit distance will be used an arithmetic average number of kilometers traveled for each day during the Rental period. To calculate the monthly limit on driven kilometers will be used an arithmetic average number of kilometers driven for each month during the Rental period,
  - 6.1.7 after leaving the Vehicle ensure all present Vehicle safety features fitted to a vehicle,
  - 6.1.8 immediately notify the Lessor in any harmful event or accident, malfunction, damage or any other defect or Damage of the Vehicle, to take all necessary steps to avoid and alleviate the occurrence or spread of damage, take all necessary steps aimed at ensuring the perpetrator of Damage and his/her identification and follow the instructions of the Lessor,
  - 6.1.9 to refrain from carrying out repair, modification, replacement of parts or any other interference with the Vehicle, without the prior written consent of the Lessor,
  - 6.1.10 in case of an insurance event to participate in the Damage to the extent not reimbursed by the insurance company, especially if it was caused intentionally or recklessly by the Lessee under the influence of alcohol, poison, precursor of narcotic drugs or psychotropic substances,
  - 6.1.11 immediately before the return of the Vehicle to refuel the Vehicle with the full refilling of the fuel tank and prove it to the Lessor by the receipt that clearly shows the place and time of the purchase of fuel,
  - 6.1.12 no smoking in the vehicle or in its vicinity, especially near open doors or windows, to return the Vehicle without excessive pollution, smell, wear and burning of any part of the interior
  - 6.1.13 return the Vehicle to the Lessor in the state in which it was handed over, along with all the details, accessories and documents,
  - 6.1.14 in the event of the occurrence of an insured event, to participate in the liquidation of the Damage with a 5% contribution of the amount of the Damage, at least 200 Eur. This does not apply in case where the Lessee is liable for the full or larger extent of the Damage under the Act or these Terms and Conditions
  - 6.1.15 in the event of Vehicle theft, to participate in the liquidation of the Damage with a 5% contribution of the value of the Vehicle at the time of the occurrence of an insured event. This does not apply in case where the Lessee is liable for the full or larger extent of the Damage under the Act or these Terms and Conditions

6.1.16 provide the Lessor necessary cooperation during the entire Rental period.

## **Article VII**

### **Responsibility and penalties**

- 7.1 Responsibility for Damage arising from breaking of obligations of the Parties imposed on them from this Agreement will be governed by the relevant provisions of the Commercial Code.
- 7.2 The Parties have agreed that in case of breaking above mentioned obligations the Lessee must pay the Lessor a Contractual penalty. The Contractual penalty is negotiated independently of the occurrence and the amount of Damage or other payments. Parties have negotiated a Contractual penalty for breaking of the following obligations:
- 7.2.1 in case of breaking the obligation specified in section 6.1.1 is negotiated Contractual penalty in the amount of 30% of the total amount of Rent, at least 30 Eur
- 7.2.2 in case of breaking the obligation specified in section 6.1.2 is negotiated Contractual penalty in the amount of 40% of the total amount of Rent, at least 60 Eur
- 7.2.3 in case of infringements specified in section 6.1.3 is negotiated Contractual penalty of 50% of the total amount of Rent, at least 60 Eur
- 7.2.4 in case of breaking the obligation specified in section 6.1.4 is negotiated Contractual penalty in the amount 300 Eur,
- 7.2.5 in the case of theft due to breaking of the obligation in section 6.1.7 is negotiated Contractual penalty of 30% of the current value of the Vehicle valued by the insurance company regarding liquidation of insurance for Vehicle theft,
- 7.2.6 in the event of infringements specified in section 6.1.9 is negotiated Contractual penalty of 200% of the value of repairs, modifications, changed components, or any other interference with the Vehicle according to the retail prices of authorized Car Repair Service for particular Vehicle type,
- 7.2.7 in case of intentional or grossly reckless cause of Damage, especially under the influence of alcohol, poison, precursor, narcotic or psychotropic substance or a drug with similar effect Parties have agreed to a Contractual penalty of 200% of the total amount of Damage caused.
- 7.2.8 in case of breaking the obligation specified in section 6.1.11 is negotiated Contractual penalty of 3,00 EUR per liter of fuel needed to refill the tank,
- 7.2.9 in the event of a breach of the obligation specified in point 6.1.12, the contractual fine is agreed in the amount of 120 EUR and, in the case of burning any part of the interior, the contractual fine is agreed in the amount of 240 EUR for each burned part of the interior
- 7.2.10 in case of not returning or damaging any of the given documents is negotiated Contractual penalty of 150,00 EUR, in case of not returning or damaging the given keys there is negotiated Contractual penalty of 300,00 EUR, in case of not returning or damaging any other part of the given equipment there is negotiated Contractual penalty in the amount of 60,00 EUR for each piece of not returned or damaged equipment.
- 7.2.11 in the event of thwarting the possibility of the Rent of damaged Vehicle due to the need of repair, modification or maintenance of the Vehicle as a result of its damage or any other unauthorized interference with it, for which the Lessee is liable, the contractual fine shall be in the amount 50% of the Daily Vehicle Rate for each commenced day of such thwarted possibility of the Rent.
- 7.2.12 in the event of the order cancellation or the Agreement by the Lessee due to the reason that the Lessor is not

liable for, the contractual fine prior to the return of the Vehicle to the Lessor shall be:

30% of the value of the estimated Rent in the event of cancellation 168 - 73 hours prior to returning of the Vehicle;

50% of the value of the estimated Rent in the event of cancellation 72 - 25 hours prior to returning of the Vehicle;

80% of the value of the estimated Rent in the event of cancellation 24 - 0 hours prior to returning of the Vehicle

- 7.2.13 in the event of any Damage or just a Damage Event for which the Lessee is liable, the Lessee is obliged to pay to the Lessor the contractual fine as compensation for the administrative costs and the loss of time in the removal of their consequences in the amount of:

30 EUR, if the Damage does not exceed 500 EUR;

60 EUR, if the Damage exceeds 500 EUR, but does not exceed 2 000 EUR;

120 EUR, if the Damage exceeds 2 000 EUR

## **Article VIII**

### **Termination of the Rental**

- 8.1. Rental is concluded for a fixed time period specified in the Agreement. With the expiration of Rental period the Agreement expires.
- 8.2 Rental period can be extended or shortened only after agreement of both Parties. The Lessee is obliged to propose an extension of Rental period no later than three hours before the deadline expires. Agreement of the Parties to extend or shorten the Rental period is considered to be concluded in the moment of sending the confirmation SMS message or e-mail message from Lessor to the Lessee with the modified Rental period.
- 8.3 Agreement also expires with abandonment of any of the Parties from the Agreement, in case of material breach of Agreement by the other Party.
- 8.4 The Lessee is obliged to return the Vehicle to the Lessor until expiration date of the Rental period respectively, in the moment of termination of the Agreement.

## **Article IX**

### **The delivery**

- 9.1 For the purposes of the Agreement, for a written form is also considered the correspondence conducted via SMS or e-mail communication.
- 9.2 Correspondence conducted between Parties will be delivered to the contact address specified in the Agreement.
- 9.3 Correspondence conducted in letter form is considered as received to the recipient on the day of its acceptance or refusal of acceptance or on the day when documents are returned to the sender as undeliverable for any reason.
- 9.4 Correspondence conducted via SMS or e-mail is considered as received by recipient in the moment of sending the message by the sender, if the recipient proves its failure of delivery. Non-availability of the phone signal, Internet connection or power source are not considered as reasons of failure of delivery.

## **Article X**

### **Personal Data Protection**

- 10.1. The lessor undertakes to maintain the confidentiality of all personal data provided, to protect them from loss, theft, damage, unauthorized access, and unauthorized dissemination. The lessor is entitled to make personal data available to third parties only upon the prior written consent of the Lessee.

10.2. By signing the Agreement or sending an order, email order or contact form, the Lessee confirms that the personal data provided by him are accurate and true, and the Lessee gives its consent under the Act No. 18/2018 Coll. to the collection, storage and processing of personal data in the scope and manner under this Article and the consent given. The Lessee is fully liable for damages caused by the inaccuracy or out-of-date nature of the personal data provided.

10.3. Under the Act No. 18/2018 Coll., the Lessor is entitled to receive and process in the information systems the personal data of the Lessee and/or data related to the Lessee, which are

- a) name, surname, permanent residence, date of birth, ID number, driving license number,
- b) phone number, e-mail address or other contact and identification data of the Lessee, billing address,
- c) data received by cookies, IP addresses and contact form

The Lessor will process the data under this Article to the extent necessary for the maximum period of three years for the purpose of:

- a) concluding and performing the Agreement, its amendment and termination,
- b) invoicing, receiving and clearance of payments, management, recovery and assigning of claims, providing the care for the Lessee,
- c) direct marketing or
- d) for other purposes and to a different extent, if permitted or set by a specific legal regulation
- e) safety, protection of property and financial interests resulting from the concluded contractual relationship and the legitimate interest of the Lessor derived from it. For this purpose, selected rented vehicles are secured by monitoring their location through satellite tracking (GPS) (tracking of rented vehicles during their use and after their theft). The processing of personal data (resulting from the obtained information about the occurrence of the vehicle) takes place if the rented vehicle is used by a physical entity, i.e. if, at the time of using the rented vehicle, the Lessor is able to identify a specific physical entity and the vehicle is equipped with a monitoring device. In this case, personal data will be processed to the extent of the obtained GPS information about the occurrence of the vehicle and the derivable characteristics of the person concerned. When taking over the vehicle, the lessee is informed that the rented vehicle is equipped with a GPS monitoring device.

10.4. The Lessee is aware of the fact that a device for determining the vehicle's location and current speed (GPS) may be installed in the rented vehicle.

10.5. The Lessor processes the personal data of the affected persons in the information system managed by the company RD services, s.r.o. (with the exception of data obtained from GPS monitoring devices, which are processed in a special information system of the Lessor)

10.6. The Lessee freely provides the Lessor with consent under this article of Terms and Conditions.

10.7. The Lessee is at any time entitled to withdraw its consent to the processing of personal data, without prejudice to the lawfulness of the processing of personal data based on the consent granted prior to its recall. The right to withdraw consent to the processing of personal data may be made by the Lessee in a written form to the address of the Lessor registered as its registered office at the time of withdrawal of consent to the processing of personal data or in electronic form by electronic means.

10.8. The Lessee has, inter alia, the following rights:

- a) the right of access by the data subject under Article 15 of Regulation of the European Parliament and Council 2016/679 (hereinafter as "Regulation"),
- b) the right to rectification under Article 16 of the Regulation,
- c) the right to erasure of personal data (so-called "the right to be forgotten") under Article 17,
- d) the right to restriction of processing of personal data under Article 18 of the Regulation,
- e) the right to comply with the notification obligation under Article 19 of the Regulation,
- f) the right to data portability under Article 20 of the Regulation,
- g) the right to object under Article 21 of the Regulation,
- h) the right to automated individual decision-making, including profiling under Article 22 of the Regulation

Principles of the processing of personal data, including information related to its processing are published on the website of the Lessor, [www.prestige-sk.eu](http://www.prestige-sk.eu)

## **Article XI**

### **Final Provisions**

- 11.1 Agreement shall become valid and effective on the date it is signed by both Parties.
- 11.2 These GTC are issued by Lessor with effect from 16/3/2023 and are binding for all Agreements concluded after the date of their effectiveness.
- 11.3 Agreement and GTC shall be governed by the law of the Slovak Republic. The rights and obligations which are not regulated in this Agreement shall be governed by the relevant provisions of the Commercial Code and other laws of general application.
- 11.4 Divergent negotiations in the Agreement take precedence over the GTC.
- 11.5 If any provision of this Agreement or the GTC becomes invalid or unenforceable, it shall not affect other provisions of the Agreement or GTC, which remain valid and effective. Parties in this case are binding to agree to replace the invalid or ineffective provision by new provision which corresponds to originally intended purpose of the invalid or ineffective provision. Until a consensus between the Parties shall be effective the corresponding treatment generally binding legal regulations of the Slovak Republic.