



Elite Rent-a-Car®
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PAYMENT CONDITIONS

Deposit of 25% from the total rental amount is charged at the moment of Booking Confirmation by Elite Representative. Remaining amount is due 24 hours prior the rental start.

Cancellation policy – Low Season March 1 st – May 31 st / September 1 st – December 15 th	
Cancellation between 72 and 24 hours prior to the rental	50% of the estimated rental amount will be charged.
Cancellation between 24 and 0 hours prior to the rental	100% of the estimated rental amount will be charged.

Cancellation policy – High Season June 1 st – August 31 st / December 16 th – February 28 th	
Cancellation between 15 days and 72 hours prior to the rental	25% deposit is not reimbursed
Cancellation between 72 and 24 hours prior to the rental	50% of the estimated rental amount will be charged.
Cancellation between 24 and 0 hours prior to the rental	100% of the estimated rental amount will be charged.

FULL PREPAYMENT CONDITIONS

100% of the total rental amount is charged at the moment of Booking Confirmation by Elite Representative (Full prepayment option is offered by Elite when Client is booking a car at least one month prior the rental start). Cancellation policy applies.

SECURITY GUARANTEE (DEDUCTIBLE LTDD1-LTDD3)

Security Guarantee amount represents maximum Client’s Deductible in a case of Loss, Theft or Damage of a car. Selected Deductible amount (Elite offers 3 options: LTDD1 – LTDD3) will be withheld on Clients credit card 24 hours prior the rental start and will be released back immediately after car return, if the car is exactly in the same state as at the rental start.



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GENERAL TERMS AND CONDITIONS – ELITE RENT A CAR GERMANY

This Rental Agreement with ELITE Rent-A-Car-Germany GmbH (hereinafter referred to as ELITE) is governed by the terms and conditions specified below. The provisions of the rental rates from time to time, which have been supplied to the Client and attached to this Rental Agreement, also form an integral part of the Rental Agreement. On signing this Agreement, the Client confirms that he has been informed of these terms and conditions and consents to them.

1. Drivers

- 1.1. Only the persons whose names have been entered in the appropriate section of the Rental Agreement are entitled to drive the vehicle specified in the Rental Agreement.
- 1.2. If any other persons are to be entitled to drive the vehicle, ELITE must be advised of their names and must give its written confirmation.
- 1.3. Drivers permitted to drive the rented vehicle must be at least 30 years old and must have held a valid driving licence for at least two years. The Client and any other drivers specified in the Rental Agreement are obliged to present their driving licences to ELITE prior to signing the Rental Agreement.
- 1.4. Persons who do not satisfy the requirements stated above are permitted to drive the rented vehicle only with the written consent of ELITE, which can also take the form of permission stated in the Rental Agreement.
- 1.5. ELITE reserves the right to make permission to use the rented vehicle dependent upon further conditions, which shall be disclosed to the Client prior to conclusion of the Rental Agreement.

2. Handover of the Vehicle

- 2.1. ELITE supplies the Client with a vehicle which is in safe condition for use in traffic.
- 2.2. The Client is obliged to check the condition of the vehicle carefully when the vehicle is handed over. Any visible damage shall immediately be recorded in writing by the parties on the Rental Agreement or on a separate document attached to the Rental Agreement.
- 2.3. It shall be assumed that any visible damage which is not recorded at the time of handover of the vehicle has occurred when the vehicle was in the possession of the Client.
- 2.4. The Client is entitled to demand that ELITE supplies a list of the damage caused by previous Clients and recorded in the previous Rental Agreements.
- 2.5. Any additional extras such as a child's car seat, winter tyres and snow chains, ski box etc. shall be charged at the prices stated in the list of rental rates.

3. Use of the Vehicle, Rental Duration

- 3.1. The Client undertakes to treat the vehicle carefully and conscientiously.
- 3.2. The Client undertakes to have the customary regular checks made. The Client undertakes in particular to have the water, oil and brake fluid levels checked as well as the pressure levels of the tyres.
- 3.3. If the Client uses the vehicle for a prolonged period of time, he is obliged to have an oil change carried out at his own expense after every 3000 kilometres driven. The oil change must be carried out by an official representative of the manufacturer of the vehicle concerned. The Client is obliged to submit the relevant invoices to ELITE on request.



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3.4 The minimum rental period is 24 hours. If the Client fails to return the vehicle at the agreed time, the Rental Agreement is renewed by one further day for each (part) 24 hours by which the time of return is exceeded. The Client is obliged to pay the agreed rental charge payable per day for the vehicle concerned.

4. Ban on Use

4.1. The Client is not permitted to use the rented vehicle

- to carry prohibited or dangerous goods;
- to organise, conduct or take part in private races;
- to carry persons in return for payment;
- to carry more persons than the maximum number permitted in the vehicle registration documents;
- if the vehicle load exceeds the total permissible weight;
- to give driving lessons, even if these are given free of charge;
- to tow or push other vehicles;
- in case of any defect in the milometer;
- in case of any breakdown, mechanical or technical defect;
- if the licence of the Client or any other named driver has been withdrawn or revoked or if the licence is permanently or temporarily invalid for any other reason;
- on roads other than tarred or surfaced public roads inside the Federal Republic of Germany or any other countries explicitly specified in the Rental Agreement. If the Client also intends to use the vehicle in other countries, this shall require the written consent of ELITE. Owing to differing regional risks, ELITE reserves the right to withhold or revoke its consent to use of the vehicle in certain countries requested by the Client.

4.2. The Client is not permitted to use the rented vehicle for sports events of any kind whatsoever, in particular for races, rallies or any other kind of sporting or private competitions with other drivers or vehicles. The foregoing ban also applies to the participation in or organisation of driver training sessions or off-road driving.

4.3. The Client is not permitted to use the vehicle on public or private racing or high-speed courses, even if these are fully or partly accessible to the general public either against payment or free of charge.

4.4. The vehicle may not be used if the driver is unable to drive safely, in particular because the driver is under the influence of medication, alcohol or drugs.

4.5. The Client is not permitted to modify the vehicle, adapt its technical equipment, add or remove any accessories or affix inscriptions/stickers.

4.6 The Client is not permitted in particular to lend the vehicle to any other persons on either a commercial or private basis.

5. Duties of the Client in case of Breakdowns or Technical Defects

5.1. The Client is obliged to notify ELITE immediately – in writing if possible – of any breakdowns or technical defects, stating the current location of the vehicle. ELITE shall give the Client written confirmation of this notification. ELITE shall not be deemed in default of remedy of the defect if the Client fails to notify ELITE in writing as stated above.

5.2. Repairs are to be performed at the nearest authorised repair shop for the make of the rented vehicle. The Client is obliged to obtain the written consent of ELITE before placing a repair order.

5.3. Provided that the breakdown or technical defect is not due to improper or careless treatment of the rented vehicle, ELITE shall reimburse the Client for the sum paid to the authorised repair shop on submission of the relevant invoice. ELITE is further entitled to demand that the Client submits the exchanged parts to ELITE.

5.4. If the breakdown or technical defect is due to improper or careless treatment of the rented vehicle by the Client, the Client shall be liable to ELITE for all damages and costs resulting from such treatment.

5.5. If the vehicle is not returned to ELITE until after expiry of the rental term specified in the Rental Agreement owing to the repair, the Client shall be obliged to pay the pro rata daily rental charges based on the list of rental rates until the vehicle is actually returned. The foregoing provision shall not apply if the breakdown or defect is not due to improper or careless treatment of the rented vehicle on the part of the Client.



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5.6. The Client is not entitled to demand any reduction in the rental charges, compensation or reimbursement of expenses owing to a breakdown or technical defect or any other fault in the rented vehicle. In particular, ELITE is not obliged to provide the Client with a replacement vehicle for the time during which the rented vehicle cannot be used owing to the breakdown or technical defect.

5.7. The Client shall notify ELITE immediately if he or any other driver specified in the Rental Agreement loses his driving licence or if the licences are withdrawn, revoked or become permanently or temporarily invalid.

5.8 The Client undertakes not to leave the rented vehicle without checking that the doors are locked, the windows closed, the roof closed, the steering wheel lock activated and the key removed. The Client releases ELITE from all liability for any damage to items carried in the vehicle.

6. Insurance

6.1. The Client and all other persons authorised to drive the vehicle are covered by ELITE's unlimited third-party liability insurance. The Client is obliged to pay an excess of EUR 1000.00 in case of insurance claims. The insurance covers any statutory liability claims of third parties.

6.2. If the insurance company refuses to pay benefits in full or in part in application of the insurance policy, the Client remains fully liable for compensation and is obliged to release ELITE from any claims filed by third parties and to reimburse ELITE for any damage already sustained. This shall apply in particular if the insurance company refuses to pay owing to the conduct of the Client or any other authorised drivers.

6.3. When signing the Rental Agreement, the Client can choose between three different versions of own-vehicle insurance. Own-vehicle insurance cover is restricted to use of the vehicle in Germany and to those other countries which are explicitly specified in the Rental Agreement and thus covered by the own-vehicle insurance.

a. The Client does not benefit from any own-vehicle insurance taken out by ELITE for damage caused by collision, accident, loss, theft or attempted theft. On the contrary, the Client is fully liable for all damage to the vehicle. The Client's liability is not dependent on the cause of damage. The Client is also liable if the damage is not caused by fault on the part of the Client or if the responsible party cannot be identified.

b. LTDD1 - The Client benefits from own-vehicle insurance (Loss, Theft & Damage Deductible, LTDD1) in the case of collision, accident, loss, theft or attempted theft. Irrespective of the own-vehicle insurance, the Client remains liable for the excess stated on the front of the Rental Agreement.

c. LTDD2 / Insurance 2 The Client benefits from own-vehicle insurance (Loss, Theft & Damage Deductible, LTDD2) in the case of collision, accident, loss, theft or attempted theft, if the Client has additionally agreed to pay a special daily premium as stated in the list of rental rates (Insurance 2). In that case, the excess to be paid by the Client is reduced. The level of the reduced excess is stated on the front of the Rental Agreement.

6.4. Only Clients who have taken out LTDD2 / Insurance 2 own-vehicle insurance have the option of taking out additional personal accident insurance (PAI) for the driver(s) and passengers. In that case, the daily rental charge increases by the sum stated in the list of rental rates.

6.5. The Client is again expressly informed that if the Client opts to take out own-vehicle insurance (LTDD 1-2), the insurance cover applies only if the rented vehicle is used in Germany and the other countries expressly specified in the Rental Agreement.

6.6. The following damage is not covered by the own-vehicle insurance:

- damage sustained during use of the vehicle which is prohibited pursuant to the above Article 4;
- loss of rental use owing to time required for repairs;
- damage to tyres, wheel rims, CD players, satellite navigation systems, aerials, seats, wing mirrors,
- glove compartment and its contents, damage to mechanical parts caused by improper handling or the use of parts which are not licensed for the vehicle, use of incorrect fuel;
- Acts of God, riots, demonstrations, vandalism, war or civil commotion.

6.7 In addition to the above, the own-vehicle insurance does not cover the following damage to cabriolet vehicles; such damage must be borne by the Client;



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- damage to the roof caused by carelessness or improper handling. Damage to the roof also includes damage to the soft top, the closing mechanism or glass.
- damage caused by one or more persons sitting on the soft top;
- damage to the interior of the vehicle if the vehicle was not properly closed despite rain, strong winds or other such circumstances.

6.8. If the own-vehicle insurance refuses to pay in full or in part and this can also be attributed to the conduct of the Client, the Client shall reimburse ELITE for all damage which was not reimbursed by the insurance.

6.9. Irrespective of the type of own-vehicle insurance selected, in the case of damage to the vehicle the Client shall reimburse ELITE for each day on which the vehicle cannot be rented out. The Client shall also be obliged to reimburse ELITE for such lost days if the damage to the vehicle was not caused by the fault of the Client or by Acts of God (riots, civil war, earthquake, flooding) and the responsible party cannot be identified.

7. Obligations of the Client in case of accidents, loss or damage to the vehicle

7.1. In case of accidents or any other incidents of damage whatsoever, in particular in the case of theft, attempted theft, vandalism or Acts of God, the Client is obliged to take suitable steps immediately to protect the interests of ELITE. The Client is obliged in particular:

- to notify ELITE immediately and to confirm the notification in writing;
- to draw up a report of the accident;
- to have a police report drawn up.

7.2. In case of accidents, the Client undertakes to pay the cost of return transport of the vehicle to the point of return specified in the Rental Agreement.

7.3. ELITE shall not accept any liability whatsoever for delays, losses or damage sustained as a result of an accident with the vehicle.

7.4. The Client undertakes to refund the entire damage caused by loss or damage to the vehicle.

7.5. The Client remains obliged to pay compensation as above irrespective of the party responsible for the damage.

8. Sums to be paid by the Client

8.1. On signing the Rental Agreement, the Client expressly agrees to pay the rental charges payable according to the Rental Agreement on the basis of the list of rental rates and the rental duration, as well as all fees, claims for compensation and reimbursement in connection with the Rental Agreement or the applicable list of rental rates as well as any expenses in that connection.

8.2. The kilometre-based charges payable shall be calculated solely on the basis of the original milometer in the rented vehicle.

8.3. All lubricants, hydraulic fluids, antifreeze and fuel expenses throughout the rental duration shall be borne by the Client. If there is less fuel in the tank when the vehicle is returned than when handed over to the Client, ELITE shall calculate the difference, which must be paid by the Client.

8.4. If the rented vehicle has a breakdown, defect, accident or in the case of any other damage to the rented vehicle or if the rented vehicle is stolen, the Client remains obliged to pay the rental charge up to the date originally specified for return of the vehicle. The foregoing provision shall not affect the Client's obligation to reimburse ELITE for further damages and/or expenses.

8.5. If the Client is jointly responsible for or involved in a breakdown, defect, accident or any other damage to the rented vehicle and the repair arranged for the rented vehicle takes longer than the original contractually agreed rental duration, the Client is also obliged to pay the additional rental for each day of delay in returning the vehicle pursuant to the list of rental rates.



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9. Reservations and Cancellations

9.1. If the Client wishes to reserve a vehicle in advance for a certain period, the Client shall notify ELITE in writing, submitting details of his identity card, driving licence, credit card numbers and a signed copy of these General Terms and Conditions.

9.2. The reservation becomes binding for the Client when ELITE has received the above documents and confirmed the reservation in writing.

9.3. The Client gives his consent that ELITE is entitled, on the basis of such a reservation, to demand a guarantee from the Client's credit card companies amounting to the rental charge based on the list of rental rates inclusive of the insurance excess and the anticipated transfer charges for the reserved rental period, or amounting to a minimum of the cancellation fee.

9.4. If the Client wishes to cancel the reservation, he is obliged to pay ELITE a cancellation fee, the level of which depends on the rented vehicle and the time at which the Client notifies ELITE of the cancellation. The list of rental rates specifies the vehicles and the individual categories for which a cancellation fee is payable. If the reservation is not cancelled until between 72 and 24 hours before the originally planned beginning of rental, the Client is obliged to pay a cancellation fee amounting to 50% of the rental payable for the originally agreed rental duration, which shall be assumed as a minimum rental duration of 3 days.

9.5. If the reservation is only cancelled within the last 24 hours before the originally planned beginning of rental, the Client is obliged to pay the full rental payable for the originally agreed rental duration, which shall be assumed as a minimum rental duration of 3 days.

9.6. The above cancellation fee for the originally reserved days shall not be payable for any days for which ELITE succeeds in renting the vehicle originally reserved by the Client to another Client.

10. Client's Guarantee

10.1. The Client guarantees and herewith personally assures ELITE that he will pay the agreed rental as well as any other claims of ELITE resulting from this Rental Agreement. The Client further guarantees to reimburse ELITE fully for any and all damage to the vehicle or loss of the vehicle occurring during the rental period up to the level of the current market value of the vehicle as specified in the Rental Agreement. Any benefits paid by an insurance shall be offset against such damage to the vehicle.

10.2. As security for all claims of ELITE resulting from this Rental Agreement, in particular ELITE's entitlement to the contractually agreed rental payment, the cancellation fee, the costs of insurance inclusive of the excess, as well as all claims for compensation and reimbursement of costs, the Client shall provide two signed blank debit slips from two credit card companies approved by ELITE. The Client expressly authorises ELITE to collect the sums owed on expiry of the Rental Agreement from these credit cards.

10.3. The debit slips and the above guarantee shall also serve as security for any further claims of ELITE resulting from any amendment to the Rental Agreement, in particular any extension of the rental duration or any change of the rented vehicle.

10.4. If the Client uses the rented vehicle neither in Germany nor the other countries expressly specified in the Rental Agreement and damage is caused to the rented vehicle or the vehicle is stolen in such a country, the Client shall be liable in full for that damage. The debit slips from the Client's credit card company shall also serve as security for such claims to compensation. If the vehicle is stolen, the Client shall reimburse ELITE for the current market value stated in the Rental Agreement.

11. Return of the Vehicle

11.1. The Client undertakes to return the rented vehicle in perfect condition, together with all accessories and documents supplied by ELITE, to the place specified in the Rental Agreement and on the agreed date to ELITE or to an authorised representative specified in writing by ELITE. The time at which the vehicle is to be returned shall be based on the time at which the Client took delivery of the vehicle. Rental will be charged for one additional day if the vehicle is returned more than three hours later than that time.



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11.2. If the Client submits a written request to return the vehicle to a different place, he shall be entitled to do so only if ELITE gives its written consent and specifies an authorised representative to take delivery of all car keys supplied to the Client.

11.3. Any application for an extension of this Rental Agreement must be submitted to ELITE in writing at least 24 hours before the agreed time of expiry.

11.4. ELITE is entitled to demand return of the vehicle and to terminate the Rental Agreement at any time if the Client infringes his obligations pursuant to this Rental Agreement.

11.5. If the Client surrenders the vehicle at a place which has not previously been approved in writing by ELITE, the Client shall be obliged to pay compensation amounting to EUR 2.50 for each kilometre between the place where the vehicle was parked and the contractually agreed place to which the vehicle was to be returned.

11.6. If the rented vehicle is not returned at the agreed time, the rental duration shall be deemed extended by one (part) calendar day in each case.

11.7. The Client is not entitled to exercise any lien on the rented vehicle.

11.8. ELITE shall inspect the vehicle for visible damage as soon as it is returned. Any damage will be recorded on the Rental Agreement or a separate document and attached to the Rental Agreement. Should any further damage become visible at a later date (e.g. after the vehicle has been washed), ELITE shall notify the Client in writing. Any compensation claims resulting from such damage are covered by the Client's guarantee pursuant to Article 10 of these Terms and Conditions.

12. Traffic Offences

12.1. The Client is obliged to abide by the road traffic laws and the statutory regulations of the countries in which he drives the rented vehicle. The Client is responsible for all fines and tickets sustained during the rental period.

12.2. If the vehicle has already been returned, ELITE is subsequently entitled to reclaim any fines paid by means of the credit card guarantee.

13. Amendments to the Rental Agreement

13.1. Any agreements made outside the scope of this Rental Agreement must be recorded in writing. The foregoing provision also applies to any agreements relating to this written form requirement.

13.2. In addition to his home address, the Client shall also state an address including a fax number on the Rental Agreement to which all statements made to the Client by ELITE can be addressed during the term of the Rental Agreement.

14. Offsetting

The Client is entitled to offset his own claims against claims of ELITE only if the Client's claims are undisputed or have been established as final and absolute.

15. Non-Exercise of a Right

Failure to exercise any right pursuant to these Terms and Conditions by either of the parties does not constitute waiver of any claims deriving from these rights.

16. Applicable Law and Legal Venue

16.1. This Rental Agreement shall be governed by the law of the Federal Republic of Germany.

16.2. The contract language is German.

16.3. Any disputes arising from this Rental Agreement shall be resolved solely before Landgericht München 1 (Munich regional court 1).

16.4. Place of performance for all performance to be rendered by ELITE and/or the Client is Munich.