



Elite Rent-a-Car®  
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## **QUICK TERMS & CONDITIONS OVERVIEW**

### **PAYMENT**

**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.

### **FULL PREPAYMENT**

**100% of the total rental amount** is charged at the moment of Booking Confirmation by Elite Representative (Full prepayment option with 5% discount on total rental rate is offered by Elite when Client is booking a car at least one month prior the rental start).

### **CANCELLATION POLICY**

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.
No Show / Refusal	100% of the estimated rental amount will be charged.
During Peak Season (Summer 1.7. – 31.8 / Winter 24.12 – 7.1.) cancellation between 7 days and 72 hours prior to the rental	25% of the estimated rental amount will be charged

### **SECURITY GUARANTEE (DEDUCTIBLE)**

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: Basic / Reduced / Lowest Deductible) will be withheld on Clients credit card(s) 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.

**VIEW COMPLETE GENERAL TERMS & CONDITIONS ON FOLLOWING PAGES >>**



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## **GENERAL TERMS AND CONDITIONS – ELITE RENT-A-CAR SWITZERLAND**

The contract ("Contract") between Elite Rent-a-Car Ltd. ("Elite") and the client ("Client") is governed by (1) these general terms and conditions ("General Terms and Conditions"), (2) the provisions contained in Elite's rental price list as in force at the time of the signature of the Contract and (3) the documents countersigned by the Client which are attached to the Contract.

### **1. Conclusion of the Contract**

- 1.1 The reservation of the vehicle by the Client is a binding offer within the meaning of art. 4 ff. of the Swiss Code of Obligations.
- 1.2 The Contract is concluded only through the written confirmation of the reservation by Elite.

### **2. Cancellation policy**

Cancellation between 72 and 24 hours prior to the rental: 50% of the estimated amount will be charged.  
Cancellation between 24 and 0 hours prior to the rental: 100% of the estimated amount will be charged.  
No show / refusal: 100% of the estimated rental amount will be charged.

During Peak Season (Summer 1.7. – 31.8 / Winter 24.12 – 7.1.) cancellation between 7 days and 72 hours prior to the rental: 25% of the estimated rental amount will be charged.

### **3. Payments and guarantees requested from the Client**

- 3.1 The rental price is calculated on the basis of Elite's rental price list as in force at the time of the signature of the Contract.
- 3.2 The rental price is due in Swiss Francs at the signature of the Contract.
- 3.3 The kilometric allowance shall be calculated on the basis of the car's odometer.
- 3.4 The Client shall pay all expenses for fuel. Such expenses shall be calculated by comparison to the fuel level at the time of delivery, the basis being the state of the odometer as transcribed at the time of signature of the contract.
- 3.5 Additional amounts for which the Client is liable under the Contract (for example for the refilling of the tank at the return of the car, delivery or drop off fees, change in the duration of the contract, in the event of breakdown, damage to the vehicle, accident or loss of the vehicle) are due at the time of the event which triggers the Client's liability.
- 3.6 Elite will provide the Client with a statement of the total amount due under the Contract at termination or when the total amount is known.
- 3.7 At the signature of the Contract, the Client authorizes Elite to charge his/her credit card for an amount equal to the sum of (1) the sum of the estimated total rental price, and to reserve (2) the deductible for the insurance coverage selected by the Client (see, Article 11.4 below). Elite may require two credit cards, one of which being AMEX, for certain categories of vehicles.



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- 3.8 Elite will provide the Client with a statement of the balance due under the Contract at the return of the car or as soon as the total amount due by the Client is known.
- 3.9 By signing the Contract, the Client irrevocably authorizes Elite to debit her/his credit card with the total amount due under the Contract, including additional amounts as mentioned in Article 3.5 above.

#### **4. Drivers**

- 4.1 Only the persons indicated on the back of the Contract are authorized to drive the vehicle.
- 4.2 By signing the Contract, the drivers confirm that they have reached the minimum age indicated in Elite's current rental price list and hold a valid driver's license for as requested by Elite. Any exceptions require Elite's prior written consent.
- 4.2 If the drivers do not meet these requirements and does not provide Elite with a valid driving license, a valid credit card and a valid passport, Elite is entitled to refuse the delivery of the vehicle and to cancel the Contract without indemnity to the Client. Elite remains entitled to charge all cost, expenses and losses in relation with the contract.

#### **5. Use of the vehicle**

- 5.1 The Client undertakes to use the vehicle with due care and respect the car maker's limits for the use of the vehicle (number of passengers, maximum charge) which are available in the car documents box and which he has read.
- 5.2 The Client undertakes to check before he/she leaves the vehicle that all doors are locked, that the windows and sun roof are closed and that he/she has not forgotten the keys in or on top of the roof of the car.
- 5.3 The use of the vehicle under the influence of any medicine, alcohol, drugs or any medicine affecting the ability to drive, is strictly prohibited.
- 5.4 The Client and/or the Driver are not allowed to sublet the vehicle and to use it in the following cases :
  - in case of defect or breakdown;
  - outside European standard asphalt roads;
  - for any forms of motor racing events or competitive sports and reconnaissance of races or racing tracks for such events;
  - for a transport of dangerous or forbidden goods (explosives, inflammable, toxic or hazardous substances, drugs etc.);
  - for commercial purposes such as the transportation of persons and goods against payment;
  - for driving lessons;
  - for towing or pushing other vehicles.

Potential applicable country restrictions are listed in the specific annex signed by the Client.

- 5.5 The Client must pay and hold Elite harmless for any fine incurred during his or her use of the vehicle. Beyond the obligation to inform the Client of the receipt of the payment request by the police, Elite has no obligation to challenge or contest such fines. The Client authorizes Elite to communicate to the competent authorities, upon their request, the Client's name and address and, if so requested, copies of the Client's identity documents and driver's license. If Elite has to pay such fines, this payment represents additional amounts due as per the Contract (art. 3.5.) which can be immediately charged to the Client's credit card.



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5.6 It is strictly forbidden to transform the vehicle, modify its technical features, add or remove parts or accessories, to engrave the vehicle or make inscriptions on it.

## **6. Maintenance of the vehicle**

6.1 The Client shall perform the usual maintenance services and check the level of water, oil, brake fluid and pressure in the tires at least every 1000 kilometers.

6.2 In any event, the Client shall have the oil replaced by an official representative of the car maker every 3,000 km after the delivery of the vehicle.

## **7. Return of the vehicle**

7.1 The Client shall return the vehicle in perfect working condition and on the date agreed in the Contract (during business hours), with all accessories and documents delivered by Elite. The Client has no right to retain the vehicle for whatever reasons.

7.2 In the event that the Client leaves the vehicle at another place without Elite's prior written consent, the Client shall pay to Elite a supplementary allowance and penalty of CHF 5.- per kilometer for the distance between that place and the agreed return place.

7.3 If the Client wants to extend the Contract, he must request it to Elite in writing at least 24 hours before the expiration date. The Client is not entitled to an extension and Elite shall have full discretion in its decision.

7.4 If the Client fails to return the vehicle at the agreed date, Elite shall be entitled to a daily fee equivalent to the double of the agreed daily rental price for a period of 60 days. After this period, if the Client is unable to return the vehicle at all, because of theft or other reasons, whether he is at fault or not, he is liable for payment of the full replacement value of the vehicle, under deduction of any amounts paid to Elite by its insurance (if this option has been chosen by the Client) as per the terms of art. 11 below. Any further damage, in particular Elite's loss of rental income are reserved.

## **8. Defect or breakdown during the rental period**

8.1 By signing the Contract, the Client confirms that the vehicle is delivered in perfect working condition, with a full tank of fuel.

8.2 At the time of delivery, the Client and the authorized drivers shall check the vehicle for defect(s) and the accuracy of the delivery protocol. The Client shall immediately notify such defect(s) to Elite. Failure to report means acceptance of the vehicle as delivered. Elite accepts no liability for defect(s) which were noticeable at the time of delivery.

8.3 If a defect occurs after delivery, the Client must immediately stop the use of the vehicle, inform Elite and request Elite's written consent to the repair of the defect.

8.4 Repairs must be performed by the nearest authorized representative of the car maker and require Elite's prior written consent.

8.5 Elite will reimburse the costs of the repair upon presentation by the Client of the invoice and the damaged parts, provided that the requirements set out in art.4 to 6 above are met and in particular that the defect is not the result of a careless use of the car or the use of the car for a forbidden purpose (art. 5 and 6) or by an unauthorized driver (art. 4).



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- 8.6 If the defect or the breakdown was caused by careless, forbidden use or inaccurate maintenance, the Client is liable for the entire damage, including a compensation for the immobilization of the car calculated pursuant to art. 9 below and the costs for the repatriation of the vehicle.
- 8.7 In any event, Elite accepts no liability for any damages, direct, indirect or consequential, to the Client or the authorized drivers resulting from a defect of the vehicle, which would not be covered by the insurances mentioned in art. 10 and 11 below.

## **9. Notification of damages caused to the vehicle and of its loss**

- 9.1 In the event of an accident, a damage caused by other events (acts of vandalism, attempt of theft), or a theft of the vehicle, the Client shall take all necessary steps to protect Elite's interests.
- 9.2 In particular, the Client shall:
- not acknowledge any liability to a third party; and
  - immediately inform Elite of any damage caused by an accident, an act of vandalism or the loss of the vehicle, stating all particulars of the incident; and
  - call the local police and provide Elite within 24 hours with a written police report regarding the event which caused the damage or the loss of the vehicle. In the case where a third party is liable for the damage or loss of the vehicle, file a complaint against that party; and
  - fill out any forms required by Elite's insurances.
- 9.3 The Client must bear the costs of the repatriation of the vehicle.

## **10. Liability to third parties**

- 10.1 The Client and the authorized drivers are covered by Elite's third-party liability insurance which covers any physical and/or economical damage caused to third parties up to CHF 100'000'000. This insurance provides for a CHF 500.- deductible which shall be paid by the Client.
- 10.2 However, in the event that Elite's third-party liability insurance refuses to cover the damage under art. 14 of the Swiss Act on Insurance Contract (as the damage caused by willful misconduct or gross negligence) or in application of the general terms and conditions of the insurance, a copy of which is available at the Client's request, the Client's liability shall remain full towards injured third parties or Elite. The Client shall compensate Elite for all damages as described in art. 7.4 above and 11 below.

## **11. Liability to Elite for damages caused to the vehicle and for its loss**

- 11.1 The Client is liable to Elite for damages caused to the vehicle and for its loss, regardless whether the author of the damage or loss is identified or not.
- 11.2 In particular, Elite is entitled to a compensation for the loss of revenue due to the immobilization of the vehicle. Elite's loss of revenue shall be calculated on the basis of Elite's rental price list applicable at the signature of the Contract.
- 11.3 Upon signature of the Contract, the Client is offered the possibility to benefit from Elite's insurance (CDW / TP) which covers damages by collisions, accidents, theft or attempt of theft, with deductible amounts (Basic /



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Reduced / Lowest Deductible)) as described in art 11.4. The insurance does not cover damages or losses caused by fraud or breach of confidence (in particular voluntary handing over of the vehicle to a third party). Theft is strictly defined as the involuntary loss of the vehicle through the act of a third party. Voluntary handing over of the keys of the vehicle to a third party or to a driver, authorized or not, who then steals it, is not considered as theft as per the terms of the insurance coverage.

#### 11.4 Insurances (CDW / TP) and deductible amounts:

Collision Damage Waiver / Theft Protection (CDW / TP) with Deductible amount which is withheld on Client's credit card 24 hours prior to the rental. Daily insurance fee is added to the rental rate. Client can choose between two options\*:

- I. CDW / TP 1 with Reduced deductible
- II. CDW / TP 2 with the Lowest deductible

Elite accepts one of these insurance options only if the driver's age is at least: 20 years for CITY car type, 25 years for Sport & Convertible / Executive & Luxury / VAN / SUV car type, 28 years for Exceptional car type.

If the Client chooses not to take any CDW / TP option to reduce the deductible, he is responsible for the Full deductible.

Elite reserves the right to refuse all deductible reductions. In such a case, the customer is fully liable to Elite for all damages and loss of the vehicle (No Insurance Coverage).

#### 11.5 Regardless of the option chosen by the Client, he/she remains fully liable for all damages which are not covered by Elite's insurance, in particular:

- loss of revenue due to the immobilization of the vehicle;
- damages caused by acts of vandalism;
- damages caused by wars, civil disturbances or riots;
- damages caused by a prohibited use of the vehicle;
- damages caused by inaccurate maintenance;
- damages caused to tires, inner equipment or fittings and upper parts of the vehicle (canvas cover, tarpaulin, hood);
- damages caused to the roof of a convertible (soft top, hood, mechanism or windows) by mistake or misuse;
- damages caused by failure to close the roof of a convertible (rain, wind, etc.).

#### 11.6 Furthermore, in the event that Elite's insurance refuses to cover a damage because it was caused by willful misconduct or gross negligence (see art. 14 of the Swiss Act on Insurance Contracts) or in application of its general terms and conditions, the Client's liability shall remain full and the Client shall compensate Elite for all damages and its entire loss, in particular the value of the vehicle as per art. 7.4 above. The damage incurred by the loss or non-return of the vehicle is due and payable to Elite at the latest 60 days after the agreed return date. The damage for loss of income is due and payable at the latest 120 days after the agreed return date. From the agreed return date, a late payment interest of 5 % shall be paid by the Client on the full amount of damages. After the above payment deadlines have lapsed, the late interest to be paid by the Client is 1 (one) per cent per month. Beyond the obligation to inform the Client timely, Elite has no obligation to challenge in Court the decision of its insurance on the extent of its coverage. If the Client wishes to challenge such decision at his/her own cost, Elite, at its full and free appreciation, which can depend upon commercial reasons, may decide to do so, provided that Elite and the Client have agreed on the choice of a legal representation and that the Client has paid the necessary advances on cost.



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## **12. Early termination by Elite**

Elite shall be entitled to terminate the Contract and request the immediate return of the vehicle should the Client breach any of his/her obligations under the Contract. In this case, the Client shall return the vehicle, or have it returned, at his own cost, within 24 hours to the agreed return place.

## **13. Limitation of Elite's liability**

Elite is not liable for any delay, loss or damage resulting from a defect or a breakdown of the vehicle. In any case, except for gross negligence, Elite's liability shall not exceed the amount of the agreed rental price. Elite shall not be liable in particular for any other direct, indirect or consequential damages to the Client resulting from such defect or breakdown. Elite shall however do its best efforts to provide the Client with a replacement vehicle, which does not have to be of the same category of the one rented.

## **14. No set-off, no right to withhold the vehicle**

The Client is not entitled to set off his/her debts towards Elite against his/her own claims against Elite. In no event the Client shall be authorized to withhold the vehicle.

## **15. Amendments**

Any special provision or amendment to this Contract is null and void unless it has been agreed upon in writing and signed by both Parties.

## **16. Governing law and place of jurisdiction**

16.1 The Contract is governed by Swiss law and shall be considered as executed in Geneva. The Swiss regulations on Data Protection also apply.

16.2 Any disputes arising out of or in connection with the Contract shall be submitted to the exclusive jurisdiction of the Canton of Geneva's courts, an appeal to the Federal Tribunal being reserved.

I have read and understood the above General Terms and Conditions, in particular art. 11 (scope of liability and possible restrictions of insurance coverage) and art. 16 (exclusive jurisdiction) and I confirm my authorization for the debit of my credit cards as mentioned in the rental contract.