

1. CONDITII GENERALE

Clientul este rugat sa citeasca cu atentie si sa confirme acceptarea tuturor termenilor si conditiile, prin semnarea Contractului de inchiriere. Clientul trebuie sa intruneasca toate conditiile prezentului contract.

2. VARSTA

Pentru inchirierea unui autovehicul este obligatoriu ca soferul sa aiba varsta minima de 21 de ani si sa aiba carnet de conducere de minim 1 an.

Clientul este raspunzator de orice accident sau pagube, cauzate de un sofer neautorizat de proprietar.

3. LIVRAREA SI RETURNAREA MASINII

Vehiculul este livrat clientului in stare generala de functionare buna, fara defecte vizibile; orice plangere referitoare la starea sa se face la livrarea masinii. Clientul este de acord sa returneze proprietarului vehiculul cu documentele sale, accesoriile si echipamentul in bune conditii proprietarului, la locul, data si ora stabilite de comun acord. In cazul unei intarzieri mai mare de 3 ore, proprietarul isi rezerva dreptul sa anunte Politia despre **furtul de masina**.

4. CONDITII DE UTILIZARE

Clientul este de acord sa foloseasca / conduca autoturismul inchiriat:

- in acord cu toate reglementarile legale de vama, traffic sau altele;
- sa nu transporte in mod oneros pasageri sau obiecte;
- sa nu permita suprincarcarea masinii (numarul de locuri, greutatea) peste limitele maxime inscrite in talonul masinii;
- sa nu impinga / sa nu tracteze vehicule, rulote sau alte obiecte;
- sa nu conduca in timp ce se afla sub influenta alcoolului, a drogurilor, narcoticelor, barbituricelor sau a oricarei substante care sa-i afecteze starea de concentrare sau capacitatea de conducere;
- in cazul unor defectiuni, sa realizeze reparatia masinii la un service agreeat de proprietar;
- sa nu participe la intregeri, teste sau competitii;
- sa nu paraseasca masina lasand cheile in contact sau usi / geamuri / portbagajul deschis
- decat in concordanta cu instructiunile si recomandarile producatorului autoturismului.

Incalcarea conditiilor de utilizare atrage dupa sine raspunderea financiara a clientului fata de proprietar.

5. PLATA

Clientul este de acord sa plateasca proprietarului:

- c/val. taxelor de timp, specificate in contractul de inchiriere;
- toate amenziile sau orice alte incalcarci ale legii legate de vehicul;
- o taxa suplimentara de 150 EURO in cazul pierderii sau distrugerii documentelor masinii sau a cheilor acesteia.

6. DESPAGUBIRI

Proprietarul nu poate fi facut responsabil pentru accidentele suferite de client sau insotitorii lui, pentru pierderea obiectelor lasate de client in vehicul sau alte cauze.

7. ACCIDENT, PAGUBE, FURT

Clientul este de acord sa protejeze interesele proprietarului in caz de accident, furt sau pagube ale vehiculului prin:

- obtinerea numelor, adreselor partilor implicate si a martorilor;
- neabandonarea vehiculului fara luarea masurilor necesare pentru paza sa;
- anuntarea proprietarului in max. 3 ore de la producerea oricarui incident.

DOCUMENTELE CE TREBUIE OBTINUTE IN CAZ DE ACCIDENT , PAGUBE SAU FURT

Documentele trebuie obtinute de la cea mai apropiata Sectie de Politie imediat dupa accident sau furt si trebuie sa contina:

- RAPORTUL POLITIEI** cu: semnatura ofiterului ce a redactat raportul si stampila Sectiei de Politie (**OBLIGATORIU: specificarea conducerii / sau nu sub influenta alcoolului, in caz de accident**); sau **A DOUA ANEXA** pentru compania de asigurari cu semnatura si stampila ofiterului ce a redactat documentul.
- AUTORIZATIA DE REPARARE** cu semnatura ofiterului ce a redactat documentul si stampila Sectiei de Politie

Fara prezentarea documentelor, sau in cazul cand soferul a incalcat legile romanesti sau unul din punctele acordului de inchiriere, clientul ramane responsabil pentru toate pagubele.

8. VALABILITATEA

Clientul este de acord ca orice adaugiri sau modificari aler termenilor si conditiilor vor fi nule in cazul in care nu sunt agreeate in scris de ambele parti.

9. JURISDICTIE

Orice disputa legata de inchirierea masinii conform cu aceste conditii se va judeca la Tribunalul Constanta , Romania.

1. GENERAL TERMS

The renters are asked to read carefully and confirm acceptance upon all terms and conditions, by signing the Rental Contract.

The client has to fulfill all terms of the following contract.

The lessor reserves the right not to rent the car to a client without no further explanation.

2. AGE

Driver's age: at least 21 years old and holds a driver's license for at least 1 (one) year.

The client is responsible for any accident or damage, caused by a driver unauthorized by the lessor.

3. DELIVERY AND COLLECTION

The vehicle is delivered to the renter in good overall condition, without apparent defects, and any complaints as to its condition must be made immediately on delivery. The renter agrees to return it with car documents, accessories and equipment in good condition to the lessor at the location on the date and time designated in this agreement. Over 3 hours delay from agreed return time specified in rental agreement the lessor reserves the right to notify immediately the Police for **car theft**.

4. CONDITIONS OF USE

The renter agrees that the vehicle shall not be operated or driven:

- In contravention of ant customs, traffic or other regulations;
- To transport passengers or property for any remuneration;
- To allow overweight of the vehicle (also considering number of seats) above the limits specified in car registration;
- To propel or tow any vehicle, trailer or other object;
- While customer or any other driver of vehicle is under the influence of alcohol, drugs, narcotics, barbiturates or any other substance impairing his consciousness or ability to react;
- In case of breakdown the repair of the car must be made by qualified person
- In any race, test or contest;
- To leave the car with the keys in contact, doors / windows / boot opened;
- Other than in accordance with the instructions and recommendations by the manufacturer of the vehicle.

The renter is financially responsible for any disregard of the conditions of use.

5. CHARGES

The client is personally liable to pay lessor on demand:

- Time charges at the rate specified in the agreement;
- Cars are delivered and / or collected with full tank. Any balance according to level indicator will be charged at gas station price;
- Minimum rental period is 1 day (24 hours). First hour over 24 hours is free of charge. Over 1 hour delay will be charged one full rental day;
- All fines and court costs for parking, traffic or other legal violations assessed against the vehicle;
- In the event of loss or spoiling of car documents or car keys, will be charged at 200 EURO.
- THE DEPOSIT** is 300 EURO. The renter will return it upon car delivery, only in case the vehicle is in good overall condition, with car documents, accessories and equipment, at the place, date and hour agreed.

In case the car paint is scratched with torn / burned seat covers, the deposit will be held back.

6. INSURANCE

Rented car is FULL CASCO insured by the lessor. The renter and his companions DO NOT HOLD personal insurance included in the renting price of the car.

The client is liable and agrees to pay all expenses regarding:

- Damages caused by inappropriate maintenance of the rented car, and also of the engine, gear box or due to lack or insufficient oiling or overheat;
- Damages caused to car tires by cutting, stinging or explosion;
- Damages caused by electricity on all components of electric installation;
- Any kind of damages caused to the rented vehicle due to driving it into flooded areas;
- Damages caused to any sub-assembly of the vehicle by nonobservance of safety rules for driving on public roads and rules regarding loading and arranging of luggage during transport;
- Damages caused to spare parts, seat covers or any other goods existing in the vehicle
- Damages caused to the vehicle due to taking part of contests or races;
- Damages caused to rented vehicle in case:
 - the accident has been premeditated;
 - the accident happened driving under the influence of alcohol or drugs, narcotics, barbiturates or any other substance that affected the ability to focus or drive, as well as during committing crimes to legal rules of driving;
 - the accident happened while the driver was trying to escape pursuit
- Theft or theft attempt, unconfirmed by the police or if the police has not registered a complaint regarding the theft or theft attempt, also in case the crime was committed by client's family members.

7. INDEMNIFICATION

The owner cannot be held responsible for accidents suffered by the renter or his / her companions , or for objects left by renter in the vehicle or any other causes.

8. ACCIDENT, DAMAGES, THEFT

Renter agrees to protect the lessor's interests and the interests of the lessor's insurance company in case of accident, theft or damages of the vehicle by:

- Obtaining names and addresses of parties involved and witnesses;
- Not leaving the vehicle without taking necessary cautions for its protection and guard
- Notifying the lessor by phone in maximum 3 hours after any kind of accident.

PAPERS TO BE OBTAINED IN CASE OF ACCIDENT, DAMAGES OR THEFT

The following papers must be obtained from the nearest Police immediately after the accident or theft of vehicle and must contain:

- POLICE REPORT** with: the signature of the Police officer issuing the report and the rubber stamp of the Police station; (**MANDATORY**: note of driving or not under the influence of alcohol, in case of accident); or **THE SECOND ANNEX** for the insurance company with the signature of the Police officer issuing the document and rubber stamp of the POLICE station
- REPAIR AUTHORIZATION** with: the signature of the Police officer issuing the document and the rubber stamp of the Police station

Without presenting the above mentioned papers, or in case the renter / driver has not followed the Romanian laws or any of the terms and conditions of the rental contract, the renter will be held responsible for all damages, costs or losses caused to the lessor.

9. VALIDITY

The renter agrees that any addition or alteration to these terms and conditions shall be null and avoid unless agrees upon in writing by the parties.

10. JURISDICTION

The court of Constanta, Romania shall adjudge all disputes arising from car rental within terms and conditions.