

Terms and conditions
- valid until May 3th 2022

1. Introductory Provisions

1.1 The company AKRA broker s.r.o., IČO: 247 86 284, registered office at Nový Zlíchov 3172/6, Smíchov, 150 00 Praha 5, registered in the Commercial Register maintained by the Municipal Court in Prague, file no. C 174129 (hereinafter referred to as the "Company") provides its clients (hereinafter referred to as the "Renter") with the rental of passenger and commercial motor vehicles, including accessories for road use according to the relevant legislation (hereinafter "Vehicles" or "Vehicle"). In accordance with these General Motor Vehicle Rental Conditions (hereinafter referred to as the "General Conditions").

1.2 Vehicle rental is governed by the Lease agreement concluded in accordance with § 2201 et seq. of the Czech Civil Code, which is concluded in the case of each lease of the Company's Vehicle, and these General Terms and Conditions, which are an integral part and appendix of the Lease agreement (hereinafter the "Agreement"). To maximize the clarity of all contractual arrangements and to be as transparent as possible in relation to the Renter, the Agreement contains a comprehensive regulation of the mutual rights and obligations of the Company and the Renter; these General Terms and Conditions are only a supplement to the Agreement to which they follow. In the case of any conflict between the provisions of the Agreement (excluding the provisions of the General Terms and Conditions) and the General Terms and Conditions, the provisions of the Agreement shall prevail.

2. Vehicle Rental

2.1 The Company shall enable the Renter to use the Vehicle on the basis and under the conditions set out in the Agreement concluded between the Company and the Renter. The Renter undertakes to use the Vehicle on the basis and under the conditions set out in the Agreement concluded between the Company and the Renter. The Agreement is concluded for a definite period, starting from the day and hour specified in the Agreement with termination at the time of expiry of the agreed rental period.

2.2 By signing the Agreement, the Renter undertakes to pay the Company for the use of the Vehicle in cash or non-cash rent and fees in the amount and in the manner specified in the Agreement.

2.3 The rent does not include the costs of fuel, cleaning and washing of the Vehicle, a foreign highway stamp (if the Company has given written consent to use the Vehicle abroad), mileage higher than the number of kilometers stipulated in the Agreement (daily mileage limit), as well as other costs related to operation of the Vehicle not expressly stated in this article of the General Terms and Conditions or in the Agreement.

3. Deposit

3.1 The Renter is obliged to pay a refundable deposit to the Company in cash or non-cash via a payment terminal or by transfer to the Company's account no later than upon signing the Agreement in the amount specified in the Agreement.

3.2 The deposit is intended for the payment of any debts of the Renter from the Agreement. The Renter explicitly agrees that the Company is entitled to unilaterally set off the deposit for the payment of rent, fees, contractual penalties, damages, fines imposed by state administration authorities or the Police of the Czech Republic and other receivables of the Company under the Agreement, in accordance with the Agreement. 3.3 The Company shall return the unused deposit to the Renter no later than within 30 days from the termination of the rental relationship unless the Vehicle has been damaged. If the Vehicle has been damaged, the Company will return the deposit to the Renter (part thereof) no later than 90 days from the end of the rental relationship.

4. Obligations of the Renter

4.1 The Renter acknowledges and agrees that the Vehicle is always used only by the person or persons who are specified in the Agreement. This person or persons are entitled to allow the use of the Vehicle to a third party, or further Sublease the vehicle to a third party only with the prior written consent of the Company, or if another person is listed in the Agreement.

4.2 The Renter is obliged to comply with all applicable regulations when operating the Vehicle, especially the rules of the road, and to act in such a way as to avoid damage to property and health, to observe the prescribed speed even in countries without speed limits.

4.3 The Renter is obliged to use only the types of fuels and oils prescribed by the manufacturer.

4.4 The Renter may not drive with the Vehicle for another's use and for a fee without the prior written consent of the Company.

4.5 The Renter may not load the Vehicle above the permissible limit or participate with the Vehicle in competitions and other motor racing.

4.6 The Renter is always and, in all circumstances, obliged to lock the vehicle properly when parking the car, and if the car is also equipped with mechanical security (e.g., reverse lock), always use it.

4.7 The Renter must not wash the Vehicle in a brush washer, for this would cause irreversible damage to the paint and reduce the value of the Vehicle.

5. Conditions for Applying a Preferential Rent

5.1 The rate of the basic rent for the rental of the Vehicle is the amount specified in the Agreement for each day started.

5.2 If the Renter fulfills all the obligations below, i.e.:

- The Renter shall return the Vehicle in time of the expiration of the agreed and unabridged rental period and at the agreed place, in the condition in which it was taken over, i.e. without damage,
- The Renter notifies the Company in time of the need for repairs to the Vehicle, the provision of which the Company is obliged to perform; the Renter will follow the Vehicle manufacturer's instructions for its proper operation; the Renter shall immediately notify the Company and the Police of the Czech Republic (or the body conducting the investigation outside the Czech Republic in the case of a foreign trip) that he has participated in a traffic accident, draw up a report on the accident on a common European form and proceed so as not to reduce insurance benefits, which is to be provided by the insurance company, resp. to prevent unauthorized drawing of the POV insurance;

the Renter shall immediately notify the Company and the Police of the Czech Republic (or the body conducting the investigation outside the Czech Republic in the case of a foreign trip) of any damage to the Vehicle other than a traffic accident (including damage caused by theft of the Vehicle or its accessories), document the occurrence of such damage cooperation in its liquidation; in the event of theft or destruction of the Vehicle, the Renter shall immediately return to the Company the keys and documents from the Vehicle,

- The Renter does not enter the brush washer with the Vehicle (see Article 4.7 of these General Terms and Conditions),
- The Renter will not smoke in the Vehicle, nor will he/she allow third parties to smoke in the Vehicle,
- The Renter will comply with all applicable traffic regulations; in case of exceeding the speed limits, a repeated (at least in 30 cases) exceeding of the speed limit by more than 20 km / h is considered a violation of this provision,
- The Renter will not travel abroad with the Vehicle without the Company's consent,
- The Company will not be fined or otherwise sanctioned in connection with the operation of the Vehicle for the period for which the Renter has leased the Vehicle, the preferential rental rate in the amount specified in the Agreement shall apply. We therefore recommend the Renter to ensure that the obligations set out in this section are met in all circumstances.

6. Fuels

6.1 The rent does not include the cost of purchasing fuel for the Vehicle. The Company shall hand over the Vehicle with a full fuel tank to the Renter and the Renter is obliged to return the Vehicle with a full fuel tank to the Company.

6.2 Refueling into the Vehicle before handing the Vehicle back to the Company must be carried out at a publicly accessible fuel station at a maximum distance of 5 km from the place of handing over the Vehicle back to the Company.

7. Additional Vehicle Accessories

The Company shall provide the Renter with additional accessories to the Vehicle offered by the Company at the Renter's request, for a fee according to the Company's valid price list.

8. Cancellation Policy

8.1 In the case that the Renter cancels the order no later than 48 hours before the start of the agreed rental (agreed time by taking over the vehicle), the deposit will be refunded in full, reduced by a cancellation fee of 2,000 CZK without VAT to cover the administrative costs of the Company for order cancellation.

8.2 If the Renter cancels the order less than 48 hours before the start of the agreed rental (agreed time of taking over the Vehicle), he will be charged a cancellation fee in the amount of rent (at a discounted rental rate, if agreed) for 3 days of car rental. The deposit will be reduced by this amount and the rest of the deposit will be returned to the Renter within 30 days from the date of cancellation of the order. If the amount of the deposit is lower than the amount of the cancellation fee, the Company retains the deposit in full.

8.3 If the Renter cancels the order after the start of the agreed rental (agreed time of taking over the vehicle), he will be charged a cancellation fee of 100% of the rent (at a discounted rental rate, if agreed) for the agreed rental period, but not more than 7 days. The deposit will be reduced by this amount and the rest of the deposit will be returned to the Renter within 30 days from the date of cancellation of the order. If the amount of the deposit is lower than the amount of the cancellation fee, the Company retains the deposit in full.

8.4 If due to late cancellation or failure to cancel the order the Company:

8.4.1 will deliver the Vehicle outside the Parking Lot in vain, it may charge a flat-rate compensation of costs in the amount of CZK 2,500 excluding VAT (outside Prague) or a fee of 999 CZK excluding VAT (in Prague),

8.4.2 prepares in vain the Vehicle for delivery on Saturday, Sunday or on a public holiday, or on working days between 5:00 pm and 9:00 am, it may charge a fee of 999 CZK excluding VAT.

The deposit will be reduced by this amount and the rest of the deposit will be returned to the Tenant within 30 days from the date of cancellation of the order.

9. Cancellation Policy - rental of holiday cars during the summer season

9.1 During the summer season (i.e., from 1.6 and 30.9), the following special cancellation conditions apply to the "van", "convertible" and "electric" (hereinafter referred to as "holiday cars") vehicles specified in this section of the General Terms and Conditions. The reason is the increased interest of clients in holiday cars in summer, when their orders are usually realized well in advance and for a longer period, and thus the cancellation of the holiday car order in the summer season is associated with greater losses for other companies.

9.1.1 If the Renter cancels a holiday car order in the summer more than 7 days before the start of the agreed rental (agreed time of taking over the vehicle), the Renter will be charged a cancellation fee of 2,000 CZK without VAT to cover the Company's administrative costs associated with cancellation orders.

9.1.2 If the Renter cancels a holiday car order in the summer between 7 days and 48 hours before the start of the agreed rental (agreed time of taking over the vehicle), the Renter will be charged a cancellation fee of 50% of the rent (at a preferential rental rate, if agreed), but for a maximum of 14 days of holiday car rental.

9.1.3 If the Renter cancels a holiday car order less than 48 hours before the start of the agreed rental or after the start of the agreed rental, the Renter will be charged a cancellation fee of 100% of the rent (at a preferential rental rate, if agreed), but not more than 14 days holiday car rental. The deposit will be reduced by the amount specified in Article 9.1.1, 9.1.2 or 9.1.3 of these General Terms and Conditions and the rest of the deposit will be returned to the Renter within 30 days from the date of cancellation of the order. If the amount of the deposit is lower than the amount of the cancellation fee, the Company retains the deposit in full. Art. 8.4 of these General Terms and Conditions shall apply mutatis mutandis.

10. Final Provisions

10.1 If the term Renter is used in the Agreement or General Terms and Conditions, the relevant provisions apply mutatis mutandis to persons to whom the Renter has provided the Vehicle for use under the Agreement or subsequently with the prior written consent of the Company but bears full liability for any damages caused by this person.

10.2 The General Terms and Conditions are governed by the laws of the Czech Republic, in particular Act no. No. 89/2012 Coll., Civil Code, as amended. 10.3 If a provision of the Agreement or these General Terms and Conditions is invalid or inapplicable or becomes invalid or inapplicable, this shall not affect the validity and applicability of the other provisions.

10.4 The General Terms and Conditions can only be changed in writing.

10.5 All prices include VAT.

These General Terms and Conditions shall enter into force and effect on November 2th 2021.