

Terms & Conditions

DEFINITIONS:

Contract – includes the information from the following documents: Rent Contract, Terms and Conditions of Rent, Delivery-Reception Chart and all the specifications from the Annexes to the Contract.

Car / Vehicle – represents the vehicle offered for rent along with all its accessories.

Price List – represents the price for one day of rent (24 h) corresponding to the rented vehicle.

Fuel – may be gas or diesel, according to the type of the rented vehicle.

User – the person mentioned in the Contract, who can drive the vehicle rented by the Client.

Partner – legal person intermediating the renting between Carpathian Travel Center and the Client.

SCDW / SCDW+ - the tax for the decrease of responsibility in case of damage or theft, explained in detail in chapter 4.

PREAMBLE: The contracting clauses include the information from the following documents: Rent Contract, Terms and Conditions of Rent, Delivery-Reception Chart, grid of costs for damages and all the specifications from the Annexes to the Contract.

These hereby conditions are binding and must be complied with in order to rent a vehicle from Carpathian Travel Center.

The prices include VAT. The list prices can be found [here](#).

1. LIABILITIES OF CARPATHIAN TRAVEL CENTER

1.1. To submit to the Client the right of use upon the vehicle subject matter of the Contract through: the delivery of the vehicle, the completion and signing of the delivery-reception chart, the handing over of the keys and documents of the car (matriculation certificate, RCA insurance policy) in original.

1.2. To provide the road support to the Client, on the territory of Romania, during the Contract, 24h/24, 7 days/7 in case of accident or mechanical failure.

1.3. To replace the vehicle (if available), in case of failure which cannot be remedied on the spot, if the damage did not occur from the Client's fault, within 24 hours, according to the location where the failure occurred. In case in which the damage is due to the Client's fault, the blocking of a new guarantee for the delivery of a new vehicle will be requested.

1.4. In case in which it is impossible for Carpathian Travel Center to replace the Vehicle, the Client will be reimbursed the part corresponding to the cost of the rate calculated pro rata with the term in which the vehicle could not have been used.

1.5. Carpathian Travel Center is not responsible for the losses borne by the Client in case of malfunction or failure of the vehicle, save the costs authorized by Carpathian Travel Center for the repairs.

1.6. From the time of delivery of the vehicle and until the recovery of its possession, Carpathian Travel Center is exonerated of responsibility for the damages caused in traffic by the vehicle rented to the Client, along with the road taxes or bridge taxes or fines resulted from the abusive occupation of a parking lot, failure to comply with the traffic laws or the laws in Romania.

1.7. Through the issuance of the receipt for completion and cancellation of the preauthorized deposits, Carpathian Travel Center is relieved from the unavailability of the amounts from the Client's accounts and recommends the contacting and presentation of the receipts to the bank where the Client is holding the card.

2. CLIENT'S LIABILITIES

Remark: Provided a reservation made by phone, e-mail or by partners, the reservation can be cancelled by Carpathian Travel Center, without owing anything to the Client or to the intermediate, in case in which the final Client does not fulfill the minimally binding requirements for rent provided by the contract and published on the website of Carpathian Travel Center.

2.1. To be the owner of a valid national and/or international driving license (international mandatory driving license for documents issued in countries with another handwriting than the Latin alphabet and for those obtained by driving cars with the wheel on the right side, for example: the UK, India, Australia, Japan). On the signing of the Contract, the driving license must be presented in original along with a document of identity and credit card. The use of the credit card is mandatory for blocking the deposit. The pre-pay or Diners Club cards are not accepted.

2.2. For the drivers with experience between 0-1 years, a tax will be received as it follows: 300 € for the classes A, B, C, D, D2, E, F inclusively and 500 € for classes F1, G2, G1, G, GP, L, L1, P0, 0, P1, V, V0, V2, X inclusively. For the drivers with experience between 1-3 years, the tax will be of 100 € for the classes A, B, C, D, D2, E, F inclusively and 300 € for the classes F1, G2, G1, G, GP, L, L1, P0, 0, V, V0, V2, V3, X inclusively. The tax is applied per rent, irrespective of its duration. If there are additional drivers in the same conditions, with experience between 0-1 years, respectively between 1-3 years, the tax will be received only once.

2.3. In case of the confirmed reservations, Carpathian Travel Center reserves its right to cancel them in case the Client is delaying the taking over of the vehicle over 3 hours from the hour established by mutual agreement, unless the Client informs in advance.

2.4. To permit the driving of the vehicle only to the persons authorized by Carpathian Travel Center and mentioned in the Contract, or to the representatives of Carpathian Travel Center.

2.5. The tax for the additional drivers will be of 15 €/user. For their registration in the Contract, they accept the fact that they must fulfill the renting conditions of Carpathian Travel Center.

2.6. Not to drive the vehicle outside the road, on unpaved, non-asphalted roads, closed to the public traffic. Otherwise, Carpathian Travel Center will receive the value of the repair, irrespective of the type of the guarantee chosen by the client (including the SCDW/SCDW+ tax), from the guarantee or will debit the debit/credit card of the customer presented on the signing of the contract, under prior notification.

2.7. Not to do and not to permit doing technical or esthetic intervention on the vehicle without the written agreement of Carpathian Travel Center.

2.8. To inform Carpathian Travel Center, on the latter's request, related to the location of the vehicle and to permit the examination of the vehicle by the Carpathian Travel Center representatives, within mostly 24 hours from the latter's request.

2.9. Not to use the vehicle for taxi driving, school for drivers, pushing or towing activities, races, training, competitions, for the transportation of certain dangerous substances or illegal activities, which may damage the condition of the Vehicle, as well as not to give it any other destination than for person transportation under renting conditions. In case in which the rented vehicle is foreclosed or destroyed/damaged by the authorities or by the Client, after its use for the obtaining of certain improper benefits from the transportation of certain forbidden objects or substances, the Client is liable for the entire counter value of the vehicle.

2.10. The pets (such as: dogs, cats) can be transported in the vehicles of Carpathian Travel Center only in special boxes (cages, bags), closed wduring the trip. Otherwise, the same conditions mentioned at point 3.10 will be applied.

2.11. For the failure to comply with the provisions regarding the Client's liabilities – provided in chapter 2 (save for point 2.1. – case in which Carpathian Travel Center is fully entitled to cancel the reservation unilaterally without the reimbursement of the amounts in case of received advance) the guarantee deposit will be fully received (including in case of the SCDW taxes).

2.12. The Client is liable to keep the vehicle in proper condition of use on the entire contracting term and to hand over the vehicle in the same condition as of the date of taking it over. In case of other damages caused to the vehicle during the contracting term, (including damages caused by the collision with animals or damages with unknown author), the client is liable to bear the costs of all the repairs necessary to return the vehicle to the condition on the date of its taking over.

3. DEVELOPMENT OF THE CONTRACT. DELIVERY, REPLACEMENT AND RETURN OF THE VEHICLE

3.1. The delivery and return of the vehicle will be in place, on the date and time established by the Client together with Carpathian Travel Center and mentioned in the reservation form and in the Contract.

3.2. The hand over and taking over of the car outside the schedule (from Monday to Friday 09:00-18:00) can be made on the client's request. In this case, a tax of 20 € per hand over/take over will be perceived.

3.3. The return of the vehicle in another place than the place of it handing over will be made only under the agreement of Carpathian Travel Center and an additional fee between 30 € and 250 € will be perceived. In case in which the Client is requesting the return of the vehicle in another location subsequently to the taking over of the car, he will inform Carpathian Travel Center in writing or by calling at the non-stop support phone number +40721442266. Carpathian Travel Center will have to give its agreement upon this contracting change, and the Client will pay the additional fee mentioned above, which will be informed in writing by Carpathian Travel Center, by text message or e-mail. The reception of the fee will be made on the return of the vehicle from the guarantee, in cash or by credit/debit card presented by the Client on the signing of the rent contract.

3.4. In case the Client is leaving the car to another agency than the one initially established through the contract, without announcing the change of the delivery location, he will pay an additional fee of 250 €.

3.5. On the return of the vehicle later than the deadline according to the contract, he will pay an additional tax of 10 € / hour, agreed through the contract. If the Client is delaying the delivery of the vehicle without the agreement of Carpathian Travel Center, the company is entitled to repossess the vehicle on the Client's expense and risk.

3.6. The return is effective on the time of signing of the delivery chart by Carpathian Travel Center and by the Client.

3.7. For the vehicles returned outside the schedule (in weekend and/or during night-time) or during weather conditions preventing the verification of the car, the Client's responsibility will be extended for possible damages and respectively the unblocking of the guarantees by 24 hours from the effective return of the vehicle.

3.8. The abandoning of the vehicle by the Client without notifying Carpathian Travel Center in writing or by calling at the non-stop support phone number +40721442266, without delivering the key to a representative of Carpathian Travel Center and without the bilateral signing of the taking over chart, will draw the Client's responsibility for the costs corresponding to the relocation of the vehicle to the agency of its rent, and of other costs corresponding to the return of the vehicle to the initial condition in case in which the vehicle is taken over in other conditions than those of its handing over under the minutes. The same conditions are valid also in case in which the client refuses the handing over of the car.

3.9. The Client is liable to return the vehicle with the same amount of fuel it had at the beginning of the renting term (according to the delivery-reception chart). Otherwise, after the written notification from Carpathian Travel Center, the Client agrees to pay a fuel supply tax of 20 € and the counter value of the missing fuel, according to the fiscal ticket from the gas station. No credit is granted for the additional fuel than the initial amount supplied by Carpathian Travel Center.

3.10. On the delivery of the car to the Client, the cleaning condition of the car, both on the inside and on the outside, will be mentioned, the latter following to sign the minutes concerning such specification. In case in which the vehicle on return needs more than the standard washing procedure for returning it to the condition previous to the rent, the Client agrees to pay a management tax of 50 € to which the counter value of the car wash will be added, according to the invoice to be transmitted on e-mail.

3.11. The parking taxes during the delivery-reception of the vehicles, in another location than the one proposed by Carpathian Travel Center, as well as the parking on the entire term of use of the car rented from Carpathian Travel Center totally belong to the Client. The latter will bear all the taxes provided by the laws in force together with the cost of parking, both on the territory of Romania and in another states, the road tax, the bridge tax, the staying tax in airports or special spaces with limited time, fines resulted from the failure to comply with the traffic rules. In case of failure to pay those abovementioned, Carpathian Travel Center will pay the fines resulted from the failure of the

Client to comply with his liabilities. Carpathian Travel Center will invoice the effective value of the fine to the Client plus a management tax of 50 €/fine.

3.12. The supply by the Client of the car rented from Carpathian Travel Center, with another fuel than the one indicated by the manufacturer (mentioned on the registration certificate and on the delivery-reception chart) draws the Client's responsibility to pay a service tax of 50 €, the cost of the transportation with the platform, the cost corresponding to the days of immobilization in service, the repair cost according to the repair estimation note, as well as the corresponding resupply (including to the Clients who chose for SCDW/SCDW+).

3.13. The renting abroad needs the written approval of Carpathian Travel Center and are submitted to certain special conditions. There is a limit of 400 km/day (km driven both in the country and abroad), and for the exceeding of the limit of km, a tax of 0.10 €/km will be perceived. For the obtaining of the documents necessary to the transit of the borders there will be a tax of 50 € (exception: a tax of 100 € for Turkey is perceived). The price corresponding to the rent with exit from the country will be by 15€/day higher than the [price list](#).

3.14. The guarantee deposit for the exit from the country is of at least 1000 € and mostly 5000 €.

3.15. The travelling abroad is permitted only on the territory of the European Union and of the Economic European Space. In case in which this liability is breached, in case of a damage or theft, the Client will be responsible with the entire value of the car.

3.16. In case of malfunctions and/or road events, occurred abroad, the Client is liable, according to the contract signed on the delivery of the car, to return the care inside the Romanian territory, totally bearing the costs.

3.17. Carpathian Travel Center is renting a series of accessories together with the car, consisting in GPS, child seat, snow chains, Wi-Fi router according to the following prices:

- GPS, 5 €/day;
- child chair, 3 €/day;
- snow chains, 3 €/day;
- Wi-Fi router, 5 €/day.

3.18. In case of loss or deterioration of the keys, original documents or car accessories, in case of loss of the parking chip or of loss of the plates by the Client, Carpathian Travel Center will receive from the Client the counter value of the damaged/lost objects at the price from the procurement invoice of each accessory, or at the value of the fine the Client must pay to which a management tax of 50 € is applied.

3.19. Carpathian Travel Center cannot be hold responsible for the possible objects forgotten in the Vehicle by the Client and unidentified on the delivery of the Vehicle.

3.20. Smoking in the cars of Carpathian Travel Center is strictly forbidden. Failure to do so, a tax of 50 € will be received, to which the counter value of the services for the car wash will be added.

4. GUARANTEE FOR DAMAGES AND TAXES FOR ITS DECREASE

4.1. The car is having the RCA insurance policy entered into, according to the laws.

4.2. The Client is choosing for one of the following guarantees and taxes for its discount on the signing of the Contract: Collision Damage Waiver (CDW), Theft Protection (TP), included in the price, to which Super Collision Damage Waiver (SCDW) or Super Cover Plus (SCDW +) can be added.

4.2.1. Collision Damage Waiver (CDW) is a franchise for failure (liability), also called Guarantee for damages (mentioned in the Public Prices), which can vary between 500 € and 3000 € according to the class of the vehicle mentioned in the Contract signed by the parties. The mandatory guarantee is submitted on the signing of the Contract, will be blocked by Carpathian Travel Center on a credit card and will be returned to the Client on the return of the vehicle (save the cases provided at point 4.4.).

4.2.2. Theft protection (TP) is a protection against theft which is meant to restrain the responsibility of the driver for the costs generated by the theft and attempt to robbery of the rented vehicle, within the limit of the guarantee corresponding to the class established in the rent contract. The protection against theft does not cover the personal items of the driver, these could be covered according to the traveling policies.

4.2.3. Super Collision Damage Waiver (SCDW) is a discount tax of the guarantee mentioned at point 4.2.1., whose daily price can be found in the Rent Contract. Through the payment of the SCDW tax, the Client's responsibility in case of damages and / or theft for the rented vehicle is reduced from the value of the Guarantee mentioned above, at the value of 150 € for the class A-V and of 300 € for the class P to cover the possible additional costs, the exceptions being mentioned in Chapter 5 of this Contract.

4.2.4. Super Cover Plus (SCDW+) is a high tax of decrease of the guarantee totally removing the Client's responsibility in case of accident and / or theft, the exceptions being mentioned in Chapter 5 of this Contract.

4.3. In case in which one of the users mentioned in the Contract is between 18 and 25 years old, or over 70 years old, there is a double guarantee. In this case, the guarantee cannot be reduced through the payment of the SCDW or SCDW+ tax.

4.4. In case of choosing for CDW/SCDW the Guarantee (franchise) for damages is to be invoiced by Carpathian Travel Center to the Client under the following conditions:

a) Damages (accidents) caused to the rented vehicle, observed by the competent authorities of the Police, as being by the fault of the Client or with unknown author (including the case in which the car is found damaged or vandalized in the parking lot).

b) The theft of the rented vehicle;

c) As well as in case of any other exclusion from the insurance policies and of the damage chart, part of the terms and conditions.

5. EXCLUSIONS FROM THE PAYMENT OF THE TAXES FOR THE DECREASE OF THE GUARANTEE

Irrespective of the tax paid for the decrease of the guarantee for which the Client has chosen, he become responsible and is liable for the repairing and the payment of the collateral damages under the following situations:

- Failure to comply with the provisions of Chapter 2;
- Missing fuel, in amount of 20 €, representing the supply tax + the corresponding ticket;
- The loss of the car's documents / key / accessories 150 € (article 3.18);
- Damage of the hub (excessive dirt, staining of the seats or their damage);
- Deterioration/loss of the options offered for rent (GPS, child chair, etc.);
- Damaging of the inferior part of the vehicle (representing the elements under the car: shield, exhaust pipe, oil sump etc.);
- Wrong fuel supply of the vehicle;
- Deterioration of the rims or tyres;
- Partial or total deterioration caused as a result of smoking inside the car and/or during its location nearby flammable environments

6. PAYMENT OF THE SERVICES

6.1. The Client is paying in full, on the signing of the Contract, the rent (of the car and of the options he is renting), the tax for the decrease of the guarantee (if he chose one) and the possible taxes established through the minutes.

6.2. The invoicing in RON shall be made at the BCR exchange rate from the signing day of the Contract.

6.3. The payment of the rent shall be made by credit card, debit card (Visa, MasterCard or American Express) or in cash, without accepting the pre-pay, Diners Club cards.

6.4. The prices do not include: the costs of the fuel, the road taxers save the road vignette for Romania which is included in the rent price, the fines received for the breach of the traffic rules on the public roads and of the national laws in force or costs resulted after the actions of the Local Authorities related to the Vehicle subject matter of this Contract, during the renting. The total payment of such amounts belongs to the Client.

6.5. The Client must pay the total of the remained liabilities, according to the Contract, on the handing over of the vehicle, under the payment document issued by Carpathian Travel Center.

6.6. Any amount unpaid by the Client to Carpathian Travel Center by the end of the Contract, as well as any other amounts subsequently occurred (cost of extension of the renting time, fines, penalties, etc.) of repair costs of the vehicle as a result of the damages caused during the contracting time, according to the provisions of the article 2.11., can be received by Carpathian Travel Center from the credit card of the Client, with prior written summons. Any value received without the appearance of the Client, under the latter's agreement through the signing of the current conditions, is ending with the sending of an e-mail by Carpathian Travel Center including the receipts corresponding to the payment.

6.7. In case of delay of payment, over the term mentioned in the Contract, penalties in amount of 1% per each delay day from the value of the due amount will be received.

6.8. In case of the unilateral waiver to the contract, from the Client, before the established contracting time, the counter value of the services will not be reimbursed. As a commercial gesture from Carpathian Travel Center to the Client. Carpathian Travel Center will provide to the latter the counter value of the remained services through a 12-month valid voucher, the Client may use on renting a new vehicle from Carpathian Travel Center network.

6.9. The guarantee provided in article 4 is returned by the end of the contracting time, within mostly 30 days from the date of signing of the delivery chart by Carpathian Travel Center and by the Client. Carpathian Travel Center is not responsible for the delays in the return of the guarantee caused by external factors as well as delays of the bank institutions, etc.

7. PROCEDURE IN CASE OF DAMAGES:

7.1. The Client is liable to inform Carpathian Travel Center immediately related to any newly-discovered damage to the rented vehicle.

7.2. If the damage is having unknown author, the Client is liable to obtain, before the return of the car, the Repair Authorization from the Police Authorities.

7.3. If the accident occurred due to the Client's fault, and 2 cars were involved, he is having the following liabilities:

7.3.1. The completion of the amiable ascertainment form if the two drivers acknowledge the fault;

7.3.2. The Minutes + the Repair Authorization obtained from the Police Authorities in case in which the two drivers do not agree upon amiably.

7.4. If the accident did not occur due to the Client's fault, and 2 cars were involved, he is having the following liabilities:

7.4.1. The completion of the amiable ascertainment form if the 2 drivers acknowledge the fault, an RCA copy of the guilty driver, copy of the registration certificate of the guilty driver, copy of the IC of the guilty driver, copy of the Driving Licence of the guilty driver;

7.4.2. In case in which the two drivers do not agree upon amiably, the following will be necessary, the copy of the RCA of the guilty driver, the Minutes and the Repair Authorization obtained from the Police Authorities.

7.5. If more than 2 cars were involved in the accident, or body injuries resulted from the accident, the Client is liable to contact the Police Authorities for the obtaining of the Minutes and of the Repair Authorization.

7.6. In case of an accident in which an animal was hit, the client is liable to inform the Police Authorities as soon as the accident occurred.

7.7. In all the previously mentioned cases, the Client is liable to verify the correct completion both of the Amiable Ascertainment form and of the Repair Authorization and of the Minutes issued by the Police Authorities.

7.8. In case of failure to comply with the procedure in case of damage, the Client is responsible with the entire value of the repairs, of the immobilization costs and of the costs generated by the lack of use of the car.

8. EXTENSION, CESSATION AND TERMINATION OF THE CONTRACT

8.1. The terms of the extension, of the cessation or of the anticipated termination of the Contract cannot be established unless under the agreement of Carpathian Travel Center .

8.2. The intention of the Client to extend the Contract is informed to Carpathian Travel Center , at least 24 hours before the expiration of the Contract. The price agreed is paid in the same conditions in which the initial contract was signed, within mostly 24 hours from the beginning of the term of extension. The contract may be extended under the written agreement of both parties.

8.3. The contract is ceasing by right at the end of the term of rent.

8.4. The contract may be ended before the fulfillment of the term through the agreement of the parties or as an effect of the termination.

8.5. In case in which Carpathian Travel Center is terminating the Contract, it will inform the Client by phone, by facsimile or by electronic mail,

8.6. Both in case of cessation of the contract before the term and in case of termination, the Client is liable to hand over the vehicle within 12 hours from the time of termination.

9. FINAL PROVISIONS

9.1. The client is put in delay by right for all the liabilities assumed in the Contract and failed to be complied with as such on term.

9.2. Any dispute arising from or related to this Agreement will be solved amiably first and only in case of failure, the parties will address to the competent law courts in Bucharest.

9.3. For any dispute, this hereby Agreement is a proof.