

Contract on the Operating Lease / Sub-Lease of Motor Vehicle No.

concluded pursuant to the provisions of §269 (2) of Act No. 513/1991 Coll., the Commercial Code /§51 of Act No. 40/1964 Coll., the Civil Code as amended by and between

Lessee:

Business name:	Effective CarService s.r.o.
Registered office:	Vajnorská 103/a, 831 04 Bratislava
ID No.:	48031933
TAX ID:	2120006735
VAT ID:	SK2120006735
IBAN:	SK72 1111 0000 0014 1824 6002
E-mail:	info@auto-prestige.sk

(hereinafter as "Lessee")

Sub-lessee:

Guarantor:

Business name/ Name and surname:		Business name/ Name and surname:	
Registered address / Permanent address:		Registered address / Permanent address:	
ID No. / Birth number:		ID No. / Birth number:	
TAX ID/ Date of birth:		TAX ID/ Date of birth:	
VAT ID:		VAT ID:	
Contact:		Contact:	
E-mail:		E-mail:	

(hereinafter as "Sub-lessee")

(hereinafter as „Guarantor“)

(ďalej spolu ako „Zmluvné strany“ a samostatne aj ako „Zmluvná strana“)

Article 1 - Subject of the Contract and Period of Use

- The subject hereof is the use of a motor vehicle by the Sub-lessee within the European Union for the remuneration agreed in Article II herein for a period of (hereinafter as "Rental Vehicle"):

Brand, type and model		Registration plates		Year of production		Colour	
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Article 2 - Remuneration and Mileage Limit in Kilometres

- The Parties agree on Remuneration for use of the Rental Vehicle as follows – the entered rate applies:

Total		EUR excl. VAT	Per month		EUR excl. VAT	Per day		EUR excl. VAT
Total		EUR incl. VAT	Per month		EUR incl. VAT	Per day		EUR incl. VAT

- The parties have agreed on a deposit in the amount of EUR excluding VAT, which is due on the date of signature hereof.

- The parties have agreed on the following mileage limit in kilometres – the entered rate applies:

Total limit		km	Monthly limit		km	Daily limit		km
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Article 3 - Services

- The Sub-lessee has requested the following Services from the Lessee:

a. Pick-up:

Pick-up location		Fee		EUR excl. VAT		EUR incl. VAT
Return location		Fee		EUR excl. VAT		EUR incl. VAT

b. Unlimited kilometers:

Fee		EUR excl. VAT		EUR incl. VAT
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c. Accessories:

Add driver		Young driver		Child seat		Airport fee		Promotion	
Green label		Partition		Box		Bike			

Note	
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Article 4 – Guarantee statement

- In connection with the Agreement, the Guarantor declares to the Lessee that in the event that the Sublessee defaults on the payment of any of its monetary obligations arising from the Agreement (hereinafter referred to as the "Obligation") by more than 30 calendar days, the Guarantor shall fulfil the Sublessee's Obligation upon the Lessee's first written request.
- The Guarantor undertakes to pay the Obligation to the Lessee's bank account, which the Lessee will notify the Guarantor in writing for this purpose in a call for payment of the Obligation, no later than 15 calendar days from the date of delivery of this call.
- This statement forms an integral part of the Agreement. The declaration takes effect on the day of signature by the Guarantor.
- The Guarantor's obligation from this declaration shall be terminated in full by the complete settlement of the Sublessee's Obligations arising from the Agreement or other termination of the Sublessee's Obligations.

Article 5 - Tariff

FEES / CONTRACTUAL FINES	TOTAL (€ excluding VAT / € including VAT) for vehicles in categories J, H, K, M	TOTAL (€ excluding VAT / € including VAT) for vehicles in category P
Fee for Overuse of the Rental Vehicle. The fee will be charged for each individual instance identified on the Rental Vehicle separately. Overuse of the Rental Vehicle primarily includes the following:		
1. soiling of the Rental Vehicle to an excessive amount, such as by transporting animals, spills, or similar forms of soiling	350 / 350	700 / 700
2. damage to the interior of the Rental Vehicle, specifically tears to the seat upholstery, scratches on the dashboard, doors, headliner, glass, etc.	350 / 350	700 / 700
3. excessive wear on individual tyres as determined by tread wear in excess of 0.6 mm per month or driving with a flat tyre, inappropriate use, spinning tyres, drifting, and the like	350 / 350	700 / 700
4. excessive brake wear	350 / 350	700 / 700
5. warping of brake rotors	350 / 350	700 / 700
6. damage to any of the following parts of the Rental Vehicle will be billed separately. Exterior: front bumper; front mask; front fenders on the left and right side; fenders; wheels (rims and tires); vehicle bonnet; Windscreen; A-pillars; rear view mirrors; vehicle roof; windows individually; B-pillars; rear fenders on the left and right side; rear bumper; doors individually (including the boot lid or hatch and associated handles). Interior: steering wheel; seats; handles; upholstery on doors; armrests; boxes; displays; ceiling; gear shift; visors; seat nets; boot lid + interior of the boot space	350 / 350	700 / 700
7. for breach of every obligation under Subsection 7.3.3 of the T&C separately	350 / 350	700 / 700
8. contractual fine for smoking and the use of e-cigarettes in the Rental Vehicle	1000 / 1000	
9. fee for exceeding the mileage limit in km agreed in the Contract - for every km over the limit for the agreed period	0.50 per km / 0.60 per km	0.80 per km / 0.96 per km
Fee for blocking or seizure of the Rental Vehicle (plus travel to and from the location of seizure of the Rental Vehicle) per the T&C	350 (plus 0.50 per km) / 350 (plus 0.60 per km)	350 (plus 0.80 per km) / 350 (plus 0.96 per km)
Fee to cancel a Reservation 7 or more days from the requested date of delivery of the Rental Vehicle	50% of the amount paid for the Reservation	
Fee to cancel a Reservation less than 7 days from the requested date of delivery of the Rental Vehicle or failure to pick up the Rental Vehicle on the agreed date or failure to sign the Contract	100% of the amount paid for the Reservation	
Fee for late return of the Rental Vehicle after expiration of the Contract	three times the daily Remuneration for every day of default	
Contractual fine for breach of the obligation specified in Subsection 4.3.9 of the T&C	20 / 24	
Contractual fine for breach of the obligation specified in Subsection 7.3.5 of the T&C	50 + price of fuel / 50 + price of fuel	
Contractual fine for breach of the Sub-lessee's obligation specified in Subsection 4.3.3 of the T&C	10% of the Remuneration	
Contractual fine for breach of the Sub-lessee's obligation specified in Subsection 4.3.11 of the T&C	10% of the Remuneration	
Default interest for every day of default	0.05% of the outstanding amount	
Parking charges per Subsection 6.2.3.4 of the T&C	70% of the daily Remuneration for every commenced day	
Delivery - acceptance of the Rented Vehicle	separate pick-up price list	
Fee for each action performed by the Lessee outside of business hours (8:00 am - 5:00 pm)	29.90 / 35.88	
Additional driver - lump-sum fee	32.5 / 39	
Fee for a driver under the age of 25 - daily rate	0	30 / 36
Airport fee - lump-sum fee	39.90 / 47.88	
Green label / Administrative fee for emissions sticker - lump-sum fee	17 / 20.4	
Child's car seat - daily rate	5 / 6	
Rental of bicycle rack - daily rate	10 / 12	
Rental of ski rack - daily rate	10 / 12	
Fee for each reminder; does not apply to a Sub-lessee who is a consumer	40 / 40	
Traffic penalty fee administration	30 / 30	
Super protect - lump-sum fee for the first 3 days of use of the Rental Vehicle (or fewer)	55 / 66	Not available
Super protect - daily rate after expiration of the first 3 days of use of the Rental Vehicle	16.584 / 19.9	Not possible
Non-life insurance - luggage insurance, daily rate (brokered service)	
Non-life insurance - seat insurance, daily rate (brokered service)	

If an individual discount is provided to the Sub-lessee through a promotional event, the fee for Overuse specified under numbers 1 to 8 of the Tariff are defined as the product of 1.5 and the relevant fee specified in the Tariff above.

Article 5 - Final Provisions

- Upon signature of the Contract, the Lessee and the Sub-lessee confirm they are acquainted with its contents, which express their free and deliberate will, and that the Contract is not concluded under duress or otherwise clearly disadvantageous conditions.
- The Sub-lessee is aware that the Terms and Conditions published on the Lessee's website (www.auto-prestige.sk) or available at any time at the Lessee's registered office are an integral part hereof. The Terms and Conditions lay down the rights and obligations which are binding for both parties, and which are not stipulated directly herein.
- Arrangements between the Sub-lessee and the Lessee related to the Contract not specifically stipulated herein or in the Terms and Conditions are governed by applicable provisions of Slovak law, and in particular the Commercial Code / Civil Code.

In Bratislava, dated

In, dated

For the Lessee:

For the Sub-lessee: Accession pursuant to Subsection 5.3.8. T&C:

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Martin Antal, managing director

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For Guarantor:

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