



GENERAL TERMS & CONDITIONS

The following General Terms and Conditions are an integration of those provided in the Rental Agreement which are signed by the Customer when picking up the car keys. The Rental Agreement conditions are fully referred to. All prices are in Euro (€).

Age Restriction and Documents Required: 21 years of age, driving license valid from at least 3 years and another valid identity document (Identity Card or Passport). For driving licences not written in Italian, English, French or Spanish could be also required a valid International Driving Permit.

Vehicle Availability: The rental vehicle is subject to confirmation depending on actual availability.

Conditions of Payment: Customer will be required to pay the rental and freeze a deposit by credit card all in advance. *Classy Car Rentals* could require to freeze a deposit up to the maximum amount indicated for the rented car group for theft and fire (*from €750 to €2500*). Cash, Bancomat, Debit Card, Visa Electron or prepaid/debit cards are not accepted.

Territorial Restrictions: The authorized driver can travel in the following countries: Austria, Belgium, Croatia, Denmark, France, Germany, Italy, Luxembourg, Netherlands, Portugal, Principality of Liechtenstein, Principality of Monaco, Republic of San Marino, Slovenia, Spain and Switzerland. It is forbidden to cross borders for Countries not listed.

Time Counting: One day of rental is made of 24 hours. The rental starts from the time and date the vehicle is delivered to the Customer and will end on the time and the date the vehicle is returned to *Classy Car Rentals*.

Vehicle Conditions: The vehicle is delivered in good conditions and must be returned to *Classy Car Rentals* in the same conditions as it was delivered, with exception for ordinary wear.

Extension: An authorization by *Classy Car Rentals* is necessary to extend the rental. The Customer must contact *Classy Car Rentals* at least 24 hours before the agreed drop-off date. In case of extension without prior authorization, the extra days will be invoiced at the highest daily standard rate published in our price list.

Time Tolerance: The Customer has to communicate, to *Classy Car Rentals*, the possible delay for the pick-up of the vehicle; in the absence of any communication, a time tolerance of one hour will be applied according to the time confirmed in the reservation; exceeding this tolerance, the reservation will be considered cancelled without notice. A one hour time tolerance is allowed when returning the car, after which one extra rental day will be charged in addition to the original cost.

Cancellation Policy: The Customer may cancel the reservation by contacting the rental office. The cancellation will take effect at the time and date it is successfully recorded in a confirmation message which will be sent to the Customer. If the Client cancels the reservation within 72 hours before the originally booked car pick-up time, the rental company will debit 30% of the total rental cost. For cancellations less than 72 hours before the rental, 100% of the rental cost will be debited to the Client.

No refund, not even the total rental cost, will be authorized in the following cases: no show (if the Customer does not pick up the vehicle), if the Customer arrives with more than one hour of delay than what has been agreed, if - at the moment of collection of the vehicle - the Customer does not fulfil the standard requirements (i.e.: presenting a not electronic, or a prepaid, or a debit card or cash or a not valid driving license and/or identity document).

BASIC SERVICES INCLUDED IN THE RATE

Classy Car Rentals rates include certain basic services coming from the use of the vehicle (Assistance, Fines, Accident Management, Refueling, Delivery and Collection, and a reduction of responsibility in case of accident and damages (CDW Service) and in case of theft or fire of the rented vehicle (TP Service).

DAMAGES FOR COLLISION - CDW*: *Classy Car Rentals* rates all comprehend an insurance with a retainer/deductible for traffic collision damages for the third parties required by the Italian Law called Third

Parties Liability insurance (R.C.A. in Italian). In case of accident, the maximum amount due as a penalty by the Customer to *Classy Car Rentals* as a retainer/deductible depends on the rented car group shown on the table below.

THEFT AND FIRE - TP*: *Classy Car Rentals* rates all comprehend an insurance with a retainer/deductible for accidents such as Fire, Theft, Vandalism and Atmospheric events which can damage the vehicle rented, but not the damages caused to windows, windscreens, underbody, wheels and interiors for which the Customer is fully responsible. In case of total and/or partial theft or fire or vandalism or atmospheric damages which might incur to the rented vehicle, the maximum amount due as a penalty by the Customer to *Classy Car Rentals* depends on the rented car group shown on the table below.

Car Group	SC1	Euro 990 not subject to VAT
Car Group	SC2	Euro 1.250 not subject to VAT
Car Group	SC3	Euro 1.500 not subject to VAT
Car Group	SC4	Euro 1.800 not subject to VAT
Car Group	SC5	Euro 2.500 not subject to VAT
Car Group	SC6	Euro 2.800 not subject to VAT

IMPORTANT NOTE

***The CDW and TP Services are not valid if the driver's behavior is in contrast with Art. 1176 of the Italian Civil Code ("Prudent Man Rule"). In any case, the driver cannot make use of any restriction of responsibility in case of negligence, fraudulency or severe offence according to Art. 1229 of the Italian Civil Code. In all these cases, the Customer is fully responsible for the full cost of the vehicle.**

CAR ASSISTANCE:

In case of breakdown or accident with a damage that results in an inability of the vehicle to continue to run, the Customer must promptly contact both *Classy Car Rentals* for organizing the car replacement (depending on availability and office opening hours) and our Road Assistance Service for having the vehicle quickly towed away from the road and being taken care of. Then, *Classy Car Rentals* will promptly manage to reach the Customer in the hotel or apartment or airport or train station or marina with a replacement vehicle possibly belonging to the same rented car group.

For any other kind of inconvenience, the refund and/or compensation to the Customer will not exceed the total value of the rental, except when the damage or the loss for the Customer is a direct consequence of the vehicle breakdown itself as dictated by Art. 1223 of the Italian Civil Code.

USE OF THE VEHICLE:

The Customer is required to drive according to the "Prudent Man Rule", and to avoid risky or dangerous situations for himself/herself and for any other living being or asset who could be involved. The driver should also consider that engaging into spontaneous competitions with other known or unknown drivers on open roads can lead to be held in prison according to the Law of most European Countries.

ACCIDENT AND DAMAGE:

In the event of an accident or in case of an evident damage to the vehicle, in addition to advising *Classy Car Rentals* as soon as possible, the Customer must send by registered mail within 48 hours from the accident a written and signed report to *Classy Car Rentals* using one of the specific forms that can be found in the car's document folder: the "[Accident Form](#)" between vehicles (CID) signed in by all parties involved in the accident, or the "[Damage Report Form](#)" in case of breakdown or accident or damage without other parties involved. In addition, the Customer shall have all necessary investigations performed by the competent authorities. The failed observance of these duties causes major economic damages to *Classy Car Rentals*, who would need to charge the Customer a penalty ranging between **Euro 500,00** (amount not subject to VAT) and **Euro 2.000,00** (amount not subject to VAT).

FINES:

Any fine issued during the rental period will be at the Customer's expense. *Classy Car Rentals* will communicate to the Authorities the driver's details for their Re-notification to the driver or, instead, *Classy Car Rentals* shall send and debit the fine to the Customer. Charge fee for each re-notification of **Euro 50,00** +22%VAT will be charged on the credit card provided for the deposit.

ACCIDENT MANAGEMENT EXPENSES: Euro 60,00 +22%VAT

KEY LOSS: Euro 250,00 (VAT not applicable)

REFUELLING SERVICE:

The Customer has to return the car, at the end of the rental, with a full tank and to note it on the Rental Agreement with a *Classy Car Rentals* employee. If the vehicle is not refueled, the Customer will be charged for the fuel restoration service composed of a fixed amount and a flat-rate amount.

The **fixed amount** of **Euro 24,00** (VAT incl.) will be charged to the Customer in addition to a **flat-rate amount** for the missing fuel calculated in **Euro 25,00** (VAT incl.) **per ¼ of tank**.

DELIVERY AND COLLECTION:

We refer to Delivery and Collection when the vehicle is delivered or collected by our Staff in a place different from *Classy Car Rentals* premises.

OUT-OF-HOURS:

During the booking process, Delivery and Collection of the vehicle can be arranged before or after the office actual opening hours (7 days per week from 8:30 to 18:30 CET) at the following extra costs:

- 1 hour before/after the opening/closing hours of the office **Euro 25.00** +22%VAT
- 2 hours before/after the opening/closing hours of the office **Euro 50.00** +22%VAT
- 3 hours before/after the opening/closing hours of the office **Euro 100.00** +22%VAT

ACCESSORIES

ADDITIONAL DRIVERS:

Adding a 2nd driver would cost **Euro 10,00** +22%VAT per day for a maximum of 15 days. In case of a 3rd driver, *Classy Car Rentals* would charge **Euro 5,00** +22%VAT per day for a maximum of 10 days.

EXTRA MILEAGE:

In the event of driving extra kilometers on top of what already included in the booked rate, *Classy Car Rentals* reserves the right to charge the Customer a price between **€ 1,00** (VAT incl.) and **€ 5,00** (VAT incl.) for every extra kilometer depending on the rented car group.

WINTER TIRES:

From the 15th of November to the 15th of April every year, an obligation for all cars travelling on some specific Italian locations, routes or highways may be in force, which mandates cars to travel equipped with Winter tires. When planning your journey, you can check whether any of such obligations apply along your route by visiting, for instance, the following websites www.cciss.it, <http://mobile.cciss.it/>, or <http://www.poliziadistato.it/articolo/50/> and ask in advance to *Classy Car Rentals* the availability of the Winter tires for the vehicle you would like to rent.

NAVIGATION SYSTEM:

GPS is included in the rate. The navigation system must be returned in the same conditions. In case of loss, damage or theft, the chargeable amount will be of **Euro 200,00** (VAT not applicable).

FINAL DISPOSITIONS

RENTAL RESOLUTION:

The hire could be resolved in advance by *Classy Car Rentals* according to Art. 1456 of the Italian Civil Code in case of inappropriate use of the vehicle by the Customer, including participating at speed tests or races on close circuits or on open roads, or heavy-duty driving off-road, or in case of Customer's insolvency or default.

DOCUMENTATION:

The Rental Agreement, together with the documentation supplied at the time the Customer picks-up the vehicle and the [road assistance service sheet](#) are part of these General Terms and Conditions.

COMPETENT COURT AND LAW:

For every judgment relative to all litigations pertaining to the interpretation of these General Terms and Conditions and to the fulfilment of the obligations herein contained, the applicable Law is Italian in the Court of Pisa.

Edited 09/Mar./2021

Reserved Property