Car reservation

UAB "PANEK", legal entity code 304445214, registered at Laisves ave. 125, Vilnius (hereinafter - the **Lessor**) provides car rental services. **The following is a standard abbreviated version of the rental terms and conditions.**

The full terms and conditions of the rental (fees, penalties, etc.) are available at any rental office. The rental terms and conditions will also be made available to you for your information prior to the conclusion of the rental agreement. If there is any conflict between these rules and the rules signed at the time of conclusion of the rental agreement, you must follow the rules attached to the rental agreement.

When you make a reservation, you have the possibility to rent a car when you arrive at the rental office. Reserving a car does not constitute the conclusion of a rental agreement. The car rental agreement is concluded upon arrival at the rental office.

You can reserve a car according to its size (class) (mini, economy, compact, standard, SUV, minivan, premium), but not a specific model. The Lessor reserves the right to exchange the reserved car for another car of the same size or larger (or of a higher class), without changing the original reservation price.

Failure to arrive in time to collect the car without prior notice will result in cancellation of the reservation.

Who can rent a car?

The Lessee of a car can be a natural person who meets all the following conditions:

- presents a valid identity card or valid passport to the Lessor;

- presents to the Lessor a valid credit card issued not earlier than three months before the start date of the car rental agreement and twelve months after the end date of the car rental agreement. In the case of a car rental which falls into the premium segment, the person must provide the Lessor with two credit cards with the expiry dates indicated above;

- is: - 21 years of age or older.

The Lessor may apply certain additional charges depending on the age and seniority of the driver and the class of the car or refuse to conclude the rental agreement, regardless of the reservation made, in the event of circumstances which make it impossible for the Lessor to provide the car.

Information required to reserve a car:

- Driver's name and surname
- Pick-up/return location and time
- Contact telephone number and email address
- Country of departure or flight number

The person providing this information is responsible for the accuracy of the information.

Essential conditions

- You will be provided with a car that is in good technical condition, clean and operable and you undertake to use it only for its intended purpose, as well as to return it in the same condition as when it was handed over to you, together with the keys, remote control, documents and all other equipment provided at the beginning of the rental period; moreover, the car must be clean.

- All cars are equipped with a GPS tracking device and your route, speed, as well as location, are recorded, so please drive responsibly, do not exceed the speed limit and do not travel outside of Lithuania without the Lessor's prior notice and consent.

- You must use the car in the manner and for the normal purpose as defined in the agreement; furthermore, you undertake to:

(a) lock the car each time you leave it, and keep the registration certificate, as well as the keys or remote control, safely removed from the car;

(b) at your own expense, carry out a basic check of the car, i. e. checking the level of engine oil, fuel, window fluid, coolant, brake fluid and refilling the said if necessary, as well as checking the pressure of the tyres and the operation of the lights;

(c) use the correct type of fuel in the car, in accordance with the information on the fuel filler door, on the car registration documents and on the car key chain;

(d) use the car and any accessories for their normal purpose;

e) pay for fuel, operating fluids and the replacement of a punctured tyre (two tyres on the same axle shall be replaced) during the rental period, provided that these costs are not due to the fault of the Lessor. The Lessor shall only be liable for material defects which prevent the normal use of the car for its intended purpose, provided that such defects are not caused by the fault of the Lessee.

- **The Lessor may impose geographical restrictions on car departures.** You will be provided with information on the exact geographical restrictions and applicable charges at the time of concluding the rental agreement.
- You will be liable for all costs incurred as a result of technical breakdown, damage or theft, including the cost of returning the car to the Lessor if you take the car outside the territory of Lithuania. You must also pay all costs specified by the Lessor unless you can prove that they are not due to the Lessor's fault or breach of the agreement.
- If it becomes apparent that you are using the car in a manner contrary to the provisions of the agreement or the purpose of the car, or if circumstances give rise to a reasonable suspicion of theft or unauthorised taking of the rented car, the Lessor has the right to terminate the rental agreement immediately and claim damages.
- It is forbidden to smoke tobacco, use electronic cigarettes, consume alcohol, drugs or transport animals inside the car, and to have the car chemically cleaned without the Lessor's consent.
- It is forbidden to remove any trademarks from the car without the prior written consent of the Lessor.
- You will be liable to pay all fines, penalties, taxes, parking fees, motorway tolls and other charges relating to the use of road infrastructure, as well as any other private or public law obligations relating to the use of the car during the rental period, unless you prove that you are not liable to pay such amounts or unless you prove that the liability to pay the charges is due to the fault of the Lessor.
- If, due to unforeseeable or unavoidable events, i. e. force majeure, the Lessor is unable to provide you with the car, the Lessor shall not be liable for any loss suffered by you. In such a case, the Lessor will refund any amounts you have paid for the rental which were actually paid to the Lessor in the event when the service was not provided.
- The Lessor may impose penalties as determined by the Lessor for breach of the rules set by the Lessor. You can find out the amounts and conditions of the fines by visiting the rental office before concluding the rental agreement.

Returning the car

- At the end of the rental period, you must return the clean car to the place specified in the rental agreement at the specified time.
- You must return the car with a full tank of petrol.
- If you are up to 30 minutes late returning the car, the Lessor will not charge an extra fee, but there will be an additional charge if the car is returned more than 30 minutes late.
- If you are late returning the car without the Lessor's consent, the Lessor reserves the right to pick up the car from any location and charge you a pick-up fee accordingly.
- The car, car keys and documents shall only be returned to the Lessor's rental office in the city specified in the agreement and only to the Lessor's representative or to a location specified by the Lessor. It is forbidden to leave the car keys and documents with persons not authorised by the Lessor. The return of the car shall be documented by the transfer-acceptance deed signed by a representative of the Lessor and you.

- The opening hours of the rental office are: weekdays, Monday to Friday 09:00-18:00 and weekends 09:00-16:00.
- If you return the car outside the office hours or there is no Lessor's representative at the rental office, you must return the car to the place indicated by the rental office and leave the car keys, as well as documents, in the key drop box at the rental office. In this case, you are responsible for the condition of the car until the car is inspected by a representative of the Lessor during the next working hours.

Technical faults, damage, car theft

- If you rent the car for more than 10 (ten) days, you must present the car to the Lessor for a periodic inspection or tyre change at a place and time specified by the Lessor. You must also immediately present the car to the Lessor so that the Lessor can inspect the car if the warning lights on the dashboard of the car indicate the need for an inspection (oil sensor, brake sensor, other warnings).
- In the event of theft, damage, collision or traffic accident, you must report the incident to the **police and the Lessor** immediately, but within 1 hour at the latest (telephone +370 6516 4444). You must also cooperate with the insurance company, the police and the Lessor to the extent necessary to repair the damage and, within 24 hours of the incident, you must provide a written report of the incident, proof of your right to drive the car and a statement from the police about the sobriety check at the time of the incident, as well as a police certificate which includes the incident itself. In the event of theft, you must additionally return the car keys and documents to the Lessor immediately within 12 hours.
- In the event of the rental car breaking down and becoming unroadworthy through no fault of your own, or in other situations where there is no fault on your part, the Lessor will provide a replacement car. The replacement car will be provided within 24 hours in Lithuania and within 48 hours in Latvia, Estonia and Poland from the moment you have informed the Lessor of the defective and non-driving car.
- In the event of an accident, breakdown or other damage to the car outside the territories of Lithuania, Latvia, Estonia and Poland, you shall pay all costs of transporting the car.

Rental price

- The price of renting a car depends on the class of car, the length of the rental period, the driver's seniority and other conditions.

- The rental price includes third party liability insurance.
- For an additional price, you can also book additional liability reduction packages

- The Lessor also applies other charges (car cleaning, geographical area of use, fuel, etc.). You can find out the applicable rates at any rental point.

Deposit

When you arrive to pick up your car, a deposit will be reserved on your bank card. The amount of the deposit depends on the class of car you choose and any additional liability reduction and/or insurance. If the car is returned clean, undamaged and with a full tank of fuel; moreover, if the car's ignition keys and documents are returned, the deposit reservation will be released within 14 days after the return of the car.

Out-of-court settlement of consumer disputes

The car rental contract is concluded on arrival at the rental point. In the event of a dispute regarding the rental contract, the Lessee has the right to submit a claim to the Lessee's registered office or by e-mail to office@panek.lt. The Tenant's complaints shall be dealt with within a maximum of 14 days from the date of actual receipt of the complaint by the Landlord. The Tenant shall be informed of the resolution of the complaint electronically at the email address provided by the Tenant. If the Lessee is not satisfied with the Lessor's response to the complaint, the Lessee has the right to submit a request/complaint to the State Consumer Rights Protection Authority (Vilniaus g. 25, 01402 Vilnius, e-mail: tarnyba@vvtat.lt, tel. 8 5 262 67 51, fax. (8 5) 279 1466, on the website www.vvtat.lt (as well as the territorial units of the State Consumer Rights Protection Authority in the regions) - or by filling in the application form on the EGS platform http://ec.europa.eu/odr/ or in the Consumer Rights Information System (CRIS).