

# Articles of agreement – Contract Noleggio

## Vitale NCC

Driver lease agreement

The company Noleggio Vitale Ncc, residing in Via Messina, 120, 85100 potenza (PZ), VAT number 01931030769 in the person of its legal representative Vitale Giuseppangelo, born in Bari the 21/06/1984 and resident in via Messina, 120, Potenza

IT IS AGREED AND STIPULATED HEREINAFTER

### ARTICLE 1 – DEFINITIONS

- Noleggio Vitale Ncc, herein referred to as the lessor
- User, herein referred to as tenant

### ARTICLE 2 – OBJECT OF THE AGREEMENT

The object of the present contract is the rental with driver of the car defined in the article three. Itinerary, dates and attendees are described in detail in the document attached hereto.

### ARTICLE 3 – FEATURES

The vehicles used by the Tenant are provided with the hereinafter documents, that can be required by the Tenant when signing this contract, and that will however be on board during the fulfillment of the service:

- Vehicle registration certificate
- License released by the municipality in master copy
- Insurance policy

Moreover, the above-mentioned vehicles :

- Comply with the regulation in force about the annual inspection;
- Show an appropriate accommodation capacity related to the number of passengers carried along and a perfect mechanical efficiency, as proved by the yearly technical revision at the M.C.T.C. office
- Are covered by insurance established by the Ministry's circular n. 74 of 17<sup>th</sup> March 1988 and can be driven only by employees allowed by the lessor; the above mentioned employees are equipped with professional documents required by Law, such as driver's license type B and certification of professional abilitation type KB.
- Hiring the employees the lessor follows the national and european law in force regarding the guidelines for daily driving and resting periods for drivers adibiti ai servizi non di linea.

### ARTICLE 4 – TERMS OF PAYMENT

The service's price is the one displayed in the document attached hereto. It includes IVA at 10%, possible toll booths, parking payments and all the expenses and taxes, only if mandatory during the execution of the planned itinerary.

Board and lodging for the driver/s in case of multiple days trips will be payed by the client; if those expenses won't be payed on the spot by the customer, they will be charged in the invoice.

## ARTICLE 5 – MODALITY OF FULFILLMENT OF THE CONTRACT

With the signature and acceptance of this contract the Lessor commits to provide the service according to times and ways explained in the document attached hereto and the tenant commits to pay the amount established by the same above-mentioned document.

## ARTICLE 6 – TRAVELING SCHEDULE

The driver lease service is agreed by the parties and it is carried out by the lessor as explained in the document attached hereto. The norm doesn't consider variations to the agreed program. In the event of variations of the program preceding the departure, changes must be conveyed by email at the email address [vitalencc@hotmail.com](mailto:vitalencc@hotmail.com) and the document attached hereto will be modified in the modality and price of the service; in the event of variations during the trip, the changes must be arranged with the lessor by phone, calling the number 340-1691355: this way the new conditions will be agreed. Those conditions must be written and undersigned by the lessor and the driver and then given back to the tenant at the return of the trip.

## ARTICLE 7– CANCELLATION OF THE AGREED SERVICE

The cancellation of the agreed service must deve avvenire da parte del Locatore per iscritto o a mezzo mail all'indirizzo [vitalencc@hotmail.com](mailto:vitalencc@hotmail.com) To cancel the service, after the tenant's confirmation, the hereinafter penalties:

-Cancelling the trip, the deposit for the commitment or the trip will be lost;

-up to 7 days before the departure: 30% of the total amount + amount deposited for commitment;

-up to 48 hours before the departure: 60%of the total amount + amount deposited for commitment

-up to 24 hours before the departure: 100% of the total amount.

In case of cancelled flight or more of 30 minutes delay to the departure, the customer is required to inform the lessor at the telephone number 3401691355; so the presence of a member of the staff is guaranteed. The lacking of the dispatch to warn about the delaying or the cancelled flight omits the right to have the available vehicle;

In case of delayed or postponed arrival the 100% penalty of the whole trip will be applied. In case the Lessor couldn't provide the service because of technical problems or force majeure, the lessor isn't required to deposit a compensation to the tenant, but is required to extend the service to the next useful date for the tenant.

## ARTICLE 8 – PAYMENT

The tenant is required to pay to the lessor the total amount established in the document attached hereto before the departure; If the amount isn't deposited before that date, the lessor can refuse to fulfill the service without penalties.

**ARTICLE 9 – LACKING FULFILLMENT OF THE SERVICE OR INTERRUPTION OF THE SERVICE NOT CAUSED BY TECHNICAL PROBLEMS OR BY THE COMPANY**

The lessor can't be considered defaulting in case of lacking fulfillment of the service or in case of force majeure.

With force majeure are meant: fires, floods, earthquakes, adverse weather conditions, strikes, union activism or inevitable events that the lessor can't control, provided that those events couldn't be foreseen at the confirmation of the trip.

Just in case of technical malfunction the lessor guarantees a rapid intervention to limit the discomfort of the tenant, accepting all the responsibilities and payments.

**ARTICOLO 10 – RESPONSIBILITIES OF THE LESSOR AND THE TENANT**

The lessor is responsible of the safekeeping of all the objects carried along on the vehicle. The tenant, at the end of the service, has to verify that nothing has been left on the vehicle; if this doesn't happen the lessor isn't responsible for missing objects.

The tenant is responsible of every damage of the vehicle during the fulfillment of the service; the related cost will be charged on the tenant.

**ARTICOLO 11 – CONTRACT VARIATIONS**

Potential changes of this contract must occur in a written form, or the whole agreement will be null and void.

**ARTICOLO 12 – RELEVANT REGULATIONS**

Even if not specifically expected in the clauses of this contract, please refer to the regulation of book IV, paragraph VI, section I of the Civil Code.

**ARTICOLO 13 – COMPETENT COURT**

In case of controversy between the parties about interpretation or execution of this contract, the exclusively competent court is the Court of Potenza .

SIGNATURE FOR ACCEPTANCE

DATE