

General rental terms and conditions for the rental of motor homes (status 01.02.2017)



Dear Customer,

The following commercial terms and conditions apply to the rental of motor homes. Your contract partner is the respective local rental station, hereinafter referred to as the „lessor“. Please read through these commercial terms and conditions carefully!

1. Content of the contract

The exclusive object of the contract is the transfer of a vehicle by way of rental. The lessee is personally responsible for using the hired vehicle. The lessor does not owe any travel services, particularly any travel service package. The rental contract is limited to the agreed period.

2. Minimum age, driving licence, authorised drivers

2.1 The prerequisite for hiring and driving the vehicle is a minimum age of 21 years. The minimum age for vehicles over 3.5 tonnes is 25 years. Both the lessee and all drivers shall have been in possession of a nationally valid driving licence required for driving the hired vehicle for at least one year – or for at least three years for vehicles over 3.5 tonnes. It is expressly pointed out that certain of the lessor's vehicles have a gross weight of more than 3.5 tonnes, and that driving these vehicles requires an appropriate driving licence. To make certain, holders of a Class B driving licence shall consult the lessor about the technically permissible gross weight of the vehicle rented by the lessee.

2.2 Before the vehicle is handed over, the lessee and all other drivers shall each present their driving licence and a valid identity card/passport. It is pointed out that the lessor or official authorities of the country may demand the presentation of an international driving licence (e.g. non-EU citizens). If acceptance is delayed due to failure to present these documents, any costs shall be borne by the lessee. If no corresponding driving licence can be presented on renting, the vehicle shall be regarded as not collected. The corresponding cancellation terms shall apply in this case.

2.3 The vehicle may only be driven by the lessee himself and by the persons named at the time of renting.

2.4 The lessee is obliged to record the names and addresses of all drivers to whom he entrusts the vehicle, even temporarily, and to submit this information to the lessor. The lessee shall be personally responsible for the driver's actions.

3. Rental price, insurance

3.1 The rental price consists of the basic rental price and a service flat rate incurred for each rental. Refer to the respective price lists valid at the time of contract completion for the level of the basic rental price and the service flat rate.

3.2 In addition to permission to use the rented vehicle, the basic rental price includes: fully-comprehensive insurance with a maximum deductible of €1,250.00 per damage case and any maintenance repairs incurred during the rental period, insofar as these are not attributable to improper use. Fuel costs and operating costs shall be borne by the lessee.

3.3 The basic rental price is calculated as a daily price per 24-hour period or part thereof.

3.4 Rental prices always apply from the station to take-back by the station. One-way rental is not possible.

4. Booking, withdrawal and change in booking

4.1 Unless otherwise agreed by the parties, the rental contract refers to the selected vehicle group, not to a specific vehicle model or a specific layout. This also applies if a specific vehicle model is specified as an example in the description of the vehicle group. The lessor reserves the right to change the lessee's booking to an equivalent or superior vehicle.

4.2 The lessee initially receives an offer with guaranteed vehicle provision. Unless otherwise indicated in the offer, the lessee shall pay 30% of the total rental price as a down payment, but at least €300.00, to the lessor within 5 days. On receipt of the down payment by the lessor in good time, the reservation becomes binding for both parties.

4.3 If the lessee demands cancellation of the contract, the following cancellation fees are payable to the lessor: up to 61 days prior to the start of rental, 30% of the rental price; from 60 to 31 days prior to the start of rental, 50% of the rental price; as of 30 days, 85% of the rental price; on the date of rental or on failure to collect the vehicle: 95% of the rental price.

4.4 Up to a maximum of 30 days prior to the originally agreed start of rental, the lessee may select a vehicle from another vehicle group once only, if free capacities are available and as long as this does not reduce the total rental price. A handling fee of €50.00 per booking change will be charged for this. Booking changes at a later date are not possible. However, the lessee has the option of cancelling and then rebooking. There is no legal right to a change in the booking or in the data.

5. Terms of payment

On completion of booking, the complete rental price shall have been received by the lessor, free of charge for the recipient, no later than 40 days prior to the start of rental. In case of bookings at short notice (less than 40 days prior to the rental date), the rental price is payable immediately on completion of the booking process.

6. Security deposit

6.1 The lessee shall pay the lessor a security deposit of €1,250.00. The security deposit shall be paid by EC card, MasterCard or Visa Card on collection of the vehicle at the latest. Payment of the security deposit with a credit-based pre-paid credit card or in cash is not possible.

6.2 On return of the vehicle, the lessor will settle the security deposit, under consideration of claims arising from the rental contract, and will reimburse the remaining amount.

6.3 The rental object will only be handed over when the agreed security deposit has been paid in addition to the rental price to be paid in advance. This has no bearing on the obligation to pay the agreed rental price.

7. Collection, return

7.1 The rented vehicle is handed over to the lessee in the condition stipulated in the contract. On both collection and return, the condition of the vehicle is documented by the parties and confirmed by signing the document. The vehicle transfer document is part of the contract.

7.2 Prior to embarking on the journey, the lessee is obliged to participate in an exhaustive vehicle briefing by the lessor's station employee. The lessor can refuse to hand over the vehicle until the briefing has been performed. Delays in transfer which are the fault of the lessee shall be borne by the lessee.

7.3 If no vehicle from the booked vehicle group is available, or if the individually booked vehicle cannot be provided by the lessor, the lessor reserves the right to provide a vehicle which is comparable or larger in terms of size and equipment. No additional rental costs are incurred by the lessee as a result of this. If a smaller vehicle is offered and accepted by the lessee, the price difference between both vehicles shall be reimbursed.

7.4 Collection is from Monday to Friday 14-17 hours, return from Monday to Friday 9-11 hours. The times entered in the rental contract are regarded as agreed. Vehicles can only be collected and returned on Saturdays subject to prior agreement and an additional charge according to the current price list. Collection and return are not possible on Sundays and public holidays. The day of collection and the day of return are counted together as one day, as long as a total of 24 hours is not exceeded.

7.5 The lessee is obliged to return the vehicle in the condition specified in the contract at the agreed place and at the times stated in number 7.4 on expiry of the agreed hire period, and to complete the return procedure together with a station employee. Before being returned, the interior of the vehicle shall have been cleaned properly by the lessee. If this is not the case, the lessee shall bear the incurred cleaning costs. If the lessor also has to clean the toilet in whole or in part, the lessee shall also pay flat rate cleaning costs of €180.00. Return of the vehicle is confirmed by signing the return document.

7.6 If the vehicle is returned after the time agreed in writing, the lessor will charge the price according to the current price list per hour or part thereof (but no more than the total daily price for each day of delay). Costs incurred due to any claims asserted by a subsequent lessee or another person against the lessor due to late return of the vehicle which is the fault of the lessee shall be borne by the lessee. In the event of a late return, the lessor shall refuse to continue the rental relationship.

7.7 No reimbursement is possible if the vehicle is collected late or returned early. If the lessor succeeds in renting the vehicle to another party, the rent received from this shall be set off against the rental under consideration of a service flat rate according to the current price list.

7.8 The vehicles are handed over with a full tank of fuel and shall be returned with a full tank of fuel. Otherwise, a gross flat rate fuelling charge of €20.00 plus a gross amount of €3.00 per litre will be charged in addition to the costs of filling the fuel tank.

8. Smoking ban/transporting animals

All vehicles are non-smoking vehicles; smoking is not permitted throughout the vehicle. Transporting pets is only permitted with the express approval of the lessor. Cleaning costs incurred due to non-compliance shall be borne by the lessee. Costs incurred due to ventilation or the elimination of smoke contamination, including lost profit resulting from the vehicle's temporary lack of availability for hire due to these circumstances shall also be borne by the lessee.

9. Notification of defects

9.1 The lessee shall immediately notify the rental station of any defects ascertained on the rental vehicle or its equipment after the start of hire.

9.2 The lessee shall notify the lessor of any claims due to lessor services not provided as per the contract in writing within one month after the contractually specified return of the vehicle. After the expiry of this period, claims can only be asserted if the failure to observe the period is not the fault of the lessee.

10. Conduct in the event of accidents

10.1 In the event of an accident, fire, theft, damage caused by wildlife, or any other damage, the lessee shall immediately inform and involve the police. No third-party claims may be recognised.

10.2 The lessee is obliged to immediately notify the lessor of the incident in

advance.

- 10.3 Even in the case of minor damage, the lessee shall prepare a detailed written report for the lessor, including a sketch. If the lessee fails to prepare such a report - irrespective of reason - and the insurance company therefore refuses to pay for the damage, the lessee shall be obliged to pay compensation for the damage. The form contained in the vehicle documents shall be used and completely filled in to prepare the report. In particular, it shall include the names and addresses of the persons involved and any witnesses, as well as the registration numbers of the vehicles involved. The fully completed and signed original of the accident report shall be submitted to the lessor on returning the vehicle at the latest.

11. Repairs, replacement vehicle

- 11.1 Repairs which become necessary to ensure the vehicle's operating and road safety may be commissioned by the lessee up to a price of €150.00 without consultation; more extensive repairs may only be commissioned subject to the lessor's approval.
- 11.2 Disbursed repair costs will be refunded by the lessor subject to submission of the corresponding original invoices and the exchanged parts insofar as the lessee is not liable for the damage (see number 14). This regulation does not include tyre damage.
- 11.3 If the lessee ascertains a defect on the vehicle and omits to perform a repair which is required, the lessee shall nevertheless immediately notify the lessor of the defect and grant a reasonable period for the repair. The lessor shall not be held accountable for country-specific circumstances (e.g. infrastructure) which delay the repair.
- 11.4 If the motor home is destroyed due to no fault of the lessee, or if it is foreseeable that its use will be prevented or impossible for an unreasonably long period, the lessor is entitled to provide the lessee with an equivalent replacement vehicle within an appropriate period of time. If the lessor provides an equivalent replacement vehicle, termination by the lessee is out of the question. If a motor home of a lower price group is offered by the lessor and accepted by the lessee in this case, the lessor shall reimburse the difference in comparison with the rental price already paid in advance by the lessee.
- 11.5 If the motor home is destroyed, or if it is foreseeable that its use will be prevented or impossible for an unreasonably long period, due to the fault of the lessee, the lessor can refuse to provide a replacement vehicle. Termination by the lessee is out of the question in this case. If the lessor nevertheless declares itself willing to provide a replacement vehicle at the request of the lessee, it can invoice the lessee for the transfer costs incurred.

12. Prohibited use, duties of care

- 12.1 The lessee is only entitled to use the vehicle in the usual manner. This particularly excludes participation in motor sport events and vehicle tests, the transport of highly flammable, toxic or otherwise dangerous substances as well as driving on unsecured terrain, the commission of customs or other criminal offences, even if these are only punishable under the laws applicable at the place of commission. The lessee is prohibited from subletting the vehicle.
- 12.2 The vehicle shall be handled carefully and appropriately, and shall always be properly locked. Cargo shall be secured properly. The regulations and technical rules applicable to use shall be adhered to, and the maintenance periods shall be observed. The operating condition, particular the oil and water levels and tyre pressures, shall be monitored. The lessee is obliged to check regularly whether the vehicle is in roadworthy condition.

13. Trips abroad

- 13.1 Trips abroad within Europe are possible. Trips to non-European countries require prior approval by the lessor. Trips to war zones or crisis areas are prohibited. The lessee/driver shall independently obtain information on the traffic regulations and laws of the countries visited during the hire period as well as of any transit countries, and shall comply with the respective applicable traffic regulations.

14. Liability, collision insurance

- 14.1 In the event of damage to the vehicle, loss of the vehicle and breaches of the rental contract, the lessee is always liable according to the general liability regulations.
- 14.2 Indemnity against liability within the scope of motor vehicle collision insurance with a deductible of €1,250.00 (fully-comprehensive insurance) is agreed between the contracting parties. The indemnity against liability shall not apply if the lessee or his vicarious agents have caused the damage intentionally or due to gross negligence. The lessee will also be liable for damage if he
- contrary to the lessee's obligation as per number 10, fails to provide the damage report to the lessor in due time or provides it incompletely or with false information.
 - or his vicarious agents have committed a hit-and-run accident, failed to involve the police in an accident or have given false information on the circumstances of the accident, insofar as this has affected the legitimate interests of the lessor in establishing the damage and the breach of duty is based on neither intent nor gross negligence.
- 14.3 The indemnity against liability does not refer to the agreed deductible. It only applies to the hire period.
- 14.4 In particular, the indemnity against liability does not cover any braking, operating or pure breakage damage or any damage attributable to load slipping or caused by incorrect operation (including damage to furniture).
- 14.5 In addition to the lessee, these regulations also apply to the authorised user. The contractual indemnity against liability does not apply to unauthorised users of the vehicle.
- 14.6 The lessee is liable without limitation for all violations of traffic and administrative regulations and other legal regulations as well as for all nuisance

caused by him or by third parties to whom the lessee transfers the vehicle. The lessee shall indemnify the lessor against all fines and administrative fines, charges and other costs imposed by the authorities on the lessor in connection with such violations. When using toll roads, the lessee shall ensure that the tolls incurred are paid in due time and in full. The lessee shall indemnify the lessor against all tolls caused by him or by third parties to whom the lessee transfers the vehicle.

- 14.7 Multiple lessees are liable as joint and several debtors.

15. Termination

The lessor shall particularly be entitled to terminate the rental contract for good cause without adherence to a notice period if the lessee puts the vehicle to a use in violation of the contract, transfers the vehicle to unauthorised persons, causes not inconsiderable damage to the vehicle, or if the lessee continues to breach his other obligations arising from the contractual relationship despite being warned by the lessor.

16. Storage and forwarding of personal data

- 16.1 The lessee consents to the lessor's processing his personal data for purposes of contract completion, execution or termination and to its using them exclusively within the scope of rent easy partners. Forwarding to other third parties shall only take place insofar as is necessary for the performance of the contract, e.g. to the lessee's credit card company for the purpose of settlement, to the operator of the toll system as well as to the corresponding authority or other body for the purpose of directly recovering charges, costs, toll fees or fines and administrative fines.
- 16.2 The lessor may additionally forward these data via the central warning ring to third parties with a justified interest if the information provided on rental is incorrect in essential points or the rented vehicle is not returned within 24 hours of the expiry of the, possibly extended, hire period, if rental claims have to be asserted in court collection proceedings or cheques presented by the lessee are not honoured or bills are protested. The data may also be forwarded to all authorities responsible for the prosecution of administrative offences and criminal offences in the event that the lessee has actually behaved dishonestly or there are sufficient indications of such conduct. This is carried out, for example, in the event of false information on rental, presentation of forged personal documents or documents reported as having been lost, failure to return the vehicle, failure to report a technical defect, road traffic offences, etc. This provision has no bearing on legal obligations to forward data.

17. Miscellaneous

All agreements shall be set out in writing. This also applies to the nullification of this clause. The lessee may only offset the lessor's claims against the lessee's counter claim if the counter claim is undisputed or has become res judicata. A right of retention can only be asserted insofar as it is based on claims arising from this contract.

18. Legislation, place of jurisdiction, severability clause

- 18.1 The lessor's headquarters is agreed as the place of jurisdiction for all disputes arising from or in connection with this contract.
- 18.2 If a provision contained in these commercial terms and conditions should be or become ineffective or impracticable or if the contract contains omissions, this shall have no bearing on the remaining contents of the contract. In such a case, the parties shall be obliged to agree to a new provision which corresponds as closely as possible to the commercial intent of the ineffective, impracticable or incomplete provision in a legally admissible manner.