

rent2Drive: General Terms and Conditions

1. Prices

All rates quoted are inclusive of road tax, third party insurance and lubricants but exclude fuel. Mileage is measured only from the tachometer. If the tachometer is defective or if its seal is broken the lessor must be informed immediately. If there is a delay in notification or if the lessor is not notified the lessee will be charged for 600 km per rental day. The same applies if the lessee deliberately damages the tachometer or seal. The lessee is free to submit evidence that he has driven less kilometres than he is being billed for. An advance payment on the envisaged rental price, or a deposit to be agreed, is payable when the vehicle is taken out. The remainder of the rental price is payable on return of the vehicle. In cases of non-payment of amounts due the lessor is entitled to charge a penalty of € 4 after the second reminder has been sent plus 12% interest on outstanding payments. If an individual books a vehicle but does not take up the reservation or is late in doing so the lessor may demand compensation instead of insisting that the individual honour his booking. The lessee is free to submit evidence that the lessor's business did not suffer or suffered less than was claimed.

2. Obligations of the lessee

The lessee shall treat the vehicle with due care, follow all technical regulations and instruction manuals and drive safely. It is the duty of the lessee regularly to check oil and water levels and tyre pressures throughout the period of rental. As a rule engine speed should not exceed 7,200 rpm. If the engine is over-revved the lessor is entitled to charge the lessee for the cost of having the engine's condition checked. In cases where engine damage is attributable to previous over-revving by a lessee it is accepted that the damage will have been caused by that lessee's driving conduct. If a number of people are involved in the over-revving there is shared responsibility for the damage. During the night (10pm – 6am) the vehicle may not be parked on public thoroughfares. The vehicle may be used only for the purpose agreed in the contract. Trips abroad require the express permission of the lessor. The lessee shall respect the law, in particular the German Highway Code. He is liable for all fines and penalties and for any costs incurred by the lessor that are attributable to his use of the vehicle.

3. Liability of lessee for damage

The lessee is liable for theft and for any damage caused to the rented vehicle during the rental period and any damage caused by the lessee's driving unless he can demonstrate that he was not to blame. The lessor is liable for disproportionately high wear on the tyres caused by inappropriate use of the vehicle. The lessor will hold the lessee liable for any damage to the vehicle caused by the lessee during the use of the vehicle. Moreover attribution of an accident to technical defects or material wear and tear etc does not release the lessee from liability; this applies regardless of whether such cause was already present when the vehicle was rented or arose subsequently. If the rented vehicle is damaged the lessee is liable for all actual or professionally estimated costs associated with repair, towing or transportation of the vehicle and any problem diagnosis and for any technical and mercantile loss of value and loss of rental income during repair or during its replacement due to write-off. He is also liable for the replacement value of the car where theft has occurred. To compensate for loss of rental income a flat fee per day is payable. The lessee is entitled to demonstrate that less damage or loss has been caused than claimed by the lessor. Where vehicles are rented by companies (e.g. limited liability companies) the chief executive or owner of the company is personally liable for damage caused to the car. The lessee agrees to pay a **Euro 10.000** excess for damage to the **BMW M3 E36**. Should the insurance company decline to rectify the problem and cite the lessee as the reason for its refusal the lessee shall be liable for the damage. The lessee has no right to retain the damaged parts and/or the damaged vehicle.

4. Obligations and liability of lessor

The lessor shall present the vehicle in good, clean, working order and in a condition that is safe for road use. The seals on all relevant components must be undamaged. The lessee shall receive the vehicle's documents. The vehicle is deemed to have been accepted as technically sound by the lessee if the lessee does not inform the lessor of his reservations in writing. Reservations to be reported by the lessee include damage to bodywork and paintwork. If the state of the vehicle is not queried by the lessee he is deemed to have accepted the vehicle in a technically sound condition. Following acceptance of the vehicle by the lessee the lessor shall not be liable for vehicular breakdown. Warranties as set out in §§ 536 ff. of the BGB have no validity for the purposes of this agreement. No claim may be made for reimbursement of rental payments. Should it be necessary, during the rental period and through no fault of the lessee, to have the vehicle repaired in order to keep it safe and in working order the lessee may instigate repair work up to a value of €100 in a workshop authorized by the manufacturer. The original invoice shall be presented to the lessor. If repair costs are estimated to exceed €100 prior approval must be secured from the lessor. The lessee may not claim for damages or loss unless the lessor has acted with premeditation and/or is guilty of gross negligence. The lessee operates the vehicle on the Nordschleife at his own risk and responsibility and shall refrain from lodging any damages claim against the lessor, in particular any contractual or criminal claims. The lessor shall not be liable for damages attributable to a defect in the rented vehicle, whether the defect be present before the vehicle is handed over to the lessee or arise afterwards. The lessee releases all company departments and the lessor's staff and assistants from liability. The lessee accepts the risk that the Nordschleife may not be drivable during the rental period. Routes blocked or cordoned-off by the Nordschleife operator do not affect the rental period.

5. Driver conduct in the case of accidents or other damage scenarios

The lessee shall report all damage, however slight, to the lessor and the police immediately. This includes damage that does not involve third parties. Towing and/or repair services may be contracted only with the prior approval of the lessor. The police must be called to the scene of any accident. Evidence (witnesses, tracks etc) must be secured, the details of all people involved must be noted down and everything must be done to ensure that the incident is processed correctly and completely (see accident report). The lessee undertakes not to acknowledge guilt and not to engage in any other form of transaction (payment, comparisons) that might prejudice the insurance cover.

6. Insurance cover

The vehicle is covered by third party insurance for damage to persons and property and financial losses. Cover is unlimited in cases of damage to third parties (in the case of damage to persons cover is limited to €8 million). Third party, fire and theft or fully comprehensive insurance with excess will only be provided if this has been expressly provided for on the front of the rental agreement in the Vehicle Insurance section. Should the rental period be extended by the lessee he is no longer insured unless it can be demonstrated that the lessor has agreed to an extension of the policy. The lessee is liable for all damage as set out in the insurance policy. If third party, fire and theft cover or fully comprehensive insurance have been agreed and the insuring company cites justifiable reasons for refusing to accept a claim, the lessee shall be liable for costs. The lessee hereby acknowledges that, even if he has taken out third party, fire and theft or fully comprehensive insurance, he is liable for damages if he or his assistants:

- do not fulfil their contractual obligations when an accident occurs, as set out in Section 5 above,
- leave the scene of an accident without authorization,
- cause damage wilfully or as a result of gross negligence,
- exceed the rental period in contravention of the contract.

If the lessee has taken out third party, fire and theft or fully comprehensive insurance the lessor will pursue the damages claim with the insuring company barring any involvement of the lessee concerning the payment of an excess. The lessor and the insurer reserve the right subsequently to involve the lessee in the processing of claims. The lessor is unaffected in cases where the insurer is bound to honour the insurance policy but is able to invoke clauses against the lessee on grounds of violation of contract.

7. Return of vehicle

The vehicle shall be returned punctually to the lessor in person. The vehicle tank must be filled prior to its return. Vehicles returned in an excessively dirty condition will be cleaned at the expense of the lessee. If the vehicle is returned more than half an hour (30 mins) after the expiry of the rental period the lessee undertakes to pay an additional hour's rent or day's rent for every day of late return. The lessee is entitled to provide evidence that the lessor has not suffered loss of income or that losses are considerably less than those being claimed as a result of the delay in return of the vehicle. The lessor may cancel the agreement at any time without giving reasons. If the agreement is cancelled for an important reason the lessee is not entitled to reclaim rent amounts paid. An 'important reason' is taken to exist if the lessee has given false information concerning his person or his credit status or is guilty of gross violation of the terms of the contract. If the agreement is cancelled without notice the rented vehicle shall be returned immediately. The statutory rights of the lessor with regard to damage claims are unaffected.

8. Personal information

The lessee agrees to the recording of his personal details. If payments are not forthcoming or the vehicle is not returned according to the terms of the agreement or any other reasons exist for the immediate cancellation of the rental agreement the personal details of the lessee may be entered into a central databank accessible by other companies.

9. Conclusion

There are no subsidiary agreements or additions to this agreement. All contractual agreements must be in writing. This also applies to any clause removing the need for agreements to be in writing. Should any clause of this agreement be found to be or become partially or wholly invalid this shall not affect the validity of the remaining clauses. Parties to this agreement are obliged to replace the invalid clause with a clause or clauses that most nearly approximate(s) the purpose/intention of the invalid clause.

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