

GENERAL TERMS AND CONDITIONS

TOUR VAN RENTAL

1. PRICES, RESERVATIONS AND CANCELLATIONS

The van rental does not include a driver or a backline.

All reservations are to be made in writing. The rental costs are in accordance with the current fees indicated on our pricelist. The rental fee does not include the costs for fuel, road tolls, service charges or for delivery and pick-up fees. The rental fee is payable in advance, by bank transfer or in cash. We are unable to accept credit or debit card payments.

Cancellations must be made in writing no less than 21 days prior to the start of the rental period.

- A general processing fee of € 30,- will apply for any cancellation made more than 21 days prior to the start of the rental period, with no further obligations on the part of the rental authority (hereafter referred to as the rental authority).
- For cancellations made within 21 days prior to the start of the rental period, one third of the rental fee will be charged to the renter unless the vehicle can be otherwise rented.
- Half of the rental price will be applied to cancellations received within 7 days of the rental start date unless the rental authority is able to otherwise rent out the vehicle.

The rental period is defined as being from the time of handing over the vehicle until receiving the vehicle at the agreed rental station. If the client does not return the vehicle, for any reason and regardless of fault, at the end of the agreed rental period, the company reserves the right to charge a compensation fee of € 55,- for each subsequent day or part day.

2. DEPOSIT

The renter is obliged to pay a deposit of € 500,- not later than upon collection of the vehicle. The renter will reimburse the security deposit upon return of the vehicle, provided that the rental authority doesn't assert a claim for any fines or parking tickets, for loss of or damage to the vehicle, fuel and filling charge if the vehicle is returned with a less than full tank of gas, removal of heavy dirt etc.

For non-German residents the renter reserves the right to withhold 50 % of the deposit upon return of the vehicle. The renter will refund the money after four weeks, provided that the rental authority doesn't assert a claim (see above).

3. AUTHORISED DRIVERS

Only those persons able to prove their legal minimum age and being in possession of a current and valid driver's licence are permitted to drive the vehicle or to receive the keys.

A copy of the terms and conditions will be sent in advance of the rental period and it is the responsibility of each driver to familiarize themselves with them.

Upon request, the renter is obliged to provide the rental authority with the names and addresses of all drivers identified in the vehicle rental agreement. It is the responsibility of the renter to assure that the designated driver(s) is/are in possession of a valid driver's license, recognized throughout the territory of the FRG. The renter is required to stipulate all persons designated to drive at the time of rental and to do everything in his power to satisfy the necessary requirements.

4. PROHIBITED USE / CANCELLATION RIGHTS

- The vehicle may only be used in public traffic.
- The built-in bed may not be used at any time while the vehicle is being driven.

- The renter is obliged to safeguard any property placed within the vehicle, acknowledging that it is the risk of the renter and not of the rental authority. Furthermore, the rental authority is not responsible for any such property.
- The vehicle may not be used for driving instructions, motor sporting purposes, for the commercial transport of passengers, for further rental or leasing to third parties not listed in the rental agreement or listed as stipulated drivers, for committing any criminal offences or in violation of the provision of any legislation, order or regulation affecting the use, loading or condition of the vehicle, or for any other illegal purposes, for towing or pushing other vehicles.

In cases in which the nature of vehicle use is clearly in breach of the contract terms, or under such circumstances that a continuation of the rental contract would be unacceptable, or when conduct is contrary to the aforementioned obligations, the rental authority may cancel the contract without notice. The company reserves the right not to reimburse any costs incurred due to damages caused by reckless behavior contrary to the terms agreed upon in the contract.

In all aforementioned cases of infringement, the cancellation of the contract can be executed without any prior warning. Upon request, the renter, or a third party advocating on behalf of the renter, is required to return the vehicle immediately to the rental authority.

5. TREATMENT OF THE VEHICLE

The renter is obliged to handle the vehicle with care and in a professional manner in order to adhere to all substantial regulations and technical rules of use. This includes checking whether the vehicle is in good driving condition as well as locking the vehicle properly to safeguard against theft. The driver in particular needs to regularly check the level of operating liquids (oil and water levels, at each refuelling stop!), refilling these as necessary (at least every 5000 kilometres), and to also check the air pressure of the tyres. You may only use oil, which do not carry the express approval of the Manufacturer for the vehicle.

For any damages that occur due to the improper usage of the vehicle the renter is fully liable.

The vehicle documents should not remain inside the vehicle.

The cost of fuel and operating liquids falls under the expense of the renter.

Valuable vehicle accessories like car keys, documents, navigation device and radio control panels have to be taken out of the vehicle and stored safely and carefully. The renter is fully liable for the loss. This includes theft.

Costs for replacement of lost and stolen objects incl. handling fee:

- Car key: € 50,-
- Navigation device: € 120,-

The rental authority is not liable for missing objects of the renter.

6. REPAIRS DURING THE RENTAL PERIOD

Emergency number: +49 160 97601640 (Jürgen Beaugrand)

Repairs carried out during the period of rental may only be done with the consent of the rental authority. Should during the rental of a vehicle a repair become necessary, the renter immediately has to drive to the nearest repair shop and ask for the agreement of the rental authority that has to give the order to the mechanic. In the event of non-compliance the renter is liable for possible arising follow-up costs.

The rental authority will reimburse such repair costs on presentation of a proper invoice, the accompanying receipts and also the damaged old parts only and exclusively such cases where the repair is not caused by the renter.

If the vehicle is still not drivable within two working days because of a technical defect, the rental authority provides a replacement vehicle where the damage occurred, if possible. If both alternatives aren't possible, the contract will automatically end at the time the damage occurred and will be settled proportionally. The rental authority will not be liable for any costs (e.g. accommodation, train tickets, rental cars etc.).

7. BEHAVIOUR IN THE CASE OF AN ACCIDENT

Following an accident, theft, fire, damage caused by game or other damage, the renter is required to immediately contact the rental authority and the police in order to report the damages. This also applies to insignificant damages and to accidents caused by their own fault without any involvement of third parties. If the police should refuse the acquisition of the accident data, the renter has to prove this to the rental authority.

In the event of an accident, the renter is required to inform the rental authority in writing and without delay - at the latest within two days following the incident - of all the details surrounding the events leading up to the accident, by submitting vehicle documents and the accident report, in which all aspects are accurately and completely described.

If the renter fails to notify the rental authority and/or the police, a fine in breach of contract equivalent to the value of damage caused to any third person, with the highest payment being € 500,-. The events of the accident needs to be reported either during or after business hours via the emergency number +49 160 97601640 (Jürgen).

Furthermore, when informing the rental authority directly after the accident about the damage caused, the renter also is required to inform the rental authority of the exact location, the cause of the accident, the damage incurred and the events leading up to the accident in writing as soon as possible.

8. INSURANCE

The vehicle is insured in compliance with the respective applicable Allgemeinen Bedingungen für die Kraftfahrtversicherung (AKB, General Terms for Car Insurance).

The renter is liable without any limitation for:

- damage due to incorrect use of the vehicle
- damage due to intent or violation against the lease terms and conditions or gross negligence (i.e. driving through water)
- damage incurred due to alcohol or drug induced incapacity to drive;
- damage that result from use by an unauthorized driver or use for forbidden purposes;
- if the renter or a driver to whom the renter has left the vehicle commits hit-and-run driving (according to § 142 StGB German Criminal Code)
- if the renter fails to heed clearance heights or widths, and for damage resulting from improper loading
- Loss of removable vehicle accessories like car documents, navigation device, radio control panels as well as missing tyres, tools and accessories.
- Tyre damage and consequential damage
- breakage of glass

9. LIABILITY OF THE RENTER

The renter is liable for all self caused damages to the rented car, as well as damages done by unknown opposers, no matter what insurance the company itself has contracted for the vehicle, as well as for any demands of compensation, as towing costs, loss of income, and reduction in value, loss of the vehicle, and for a breach in the rental contract according to the general liability regulations. In particular, the renter has to return the vehicle free of defect and in the same condition in which it was found at the time of pick-up.

The rented vehicle may only be used for the agreed use. When leaving the vehicle to third persons the renter is responsible for any damage which may arise from this. Joint renters are jointly liable.

The renter and his auxiliary agents have unlimited liability for violations of legal regulations, particularly traffic and procedural regulations throughout the rental period. The renter indemnifies the rental authority against all penalties and warning fines, charges and other costs claimed by the relevant authorities.

The maximum damage excess is € 1000,- per claim.

10. SERVICE / LIABILITY OF THE RENTAL AUTHORITY

The rental authority is liable in cases of malicious intention or gross negligence of the rental authority, a representative or an auxiliary agent according to legal regulations. For all others, the rental authority is liable only in cases of injury to life, body, health or culpable injury incurred due to a breach of essential contractual duties. Any claim for damage compensation arising as a result of a breach of contractual duties is limited to the contract for typical and foreseeable damages.

The rental authority makes the vehicle available on the agreed date/at the appointed time. If the reserved vehicle is not available for any reason the rental authority provides a similar replacement vehicle or refunds the payments made. Claims for damages by the rental authority are excluded.

The rental authority is not responsible or liable for items which are left in the vehicle upon return.