

# Standard Rental Terms and Conditions for Motorhomes (Version: 01.01.2022)

Dear Customer,

The following Terms and Conditions apply to the hire of motorhomes. Your contract partner is the respective local rental station, hereinafter referred to as the „Rental Firm“. Please read these Terms and Conditions carefully!

## 1. Content of the contract

The sole subject of the contract is the hiring out of a vehicle. The Hirer must organise the use of the rented vehicle on his/her own responsibility. The Rental Firm does not owe any travel services and in particular any travel service package. The rental contract is limited to the period agreed.

## 2. Minimum age, driving license, authorised drivers

2.1 The person renting and driving the vehicle must be at least 23 years old. For vehicles above 3.5 tons, the minimum age is 25 years. The Hirer as well as any other drivers must have been in possession of a respective driving licence for at least three years – for vehicles above 3.5 tons for at least 3 years – as required for driving the vehicle rented and valid within the country. It is expressly pointed out that some of the Rental Firm's vehicles have a total weight of more than 3.5 tons and that driving these vehicles requires an appropriate driving licence. To be on the safe side, those in possession of a Class B driving licence must consult the Rental Firm about the technically total permissible weight of the vehicle rented.

2.2 Before the vehicle is handed over, the Hirer and all other drivers must present their respective driving licence and a valid identity card/passport. Please note that the Rental Firm or official authorities of the country may demand the presentation of an international driving licence (e.g. non-EU citizens). If a delay in taking over occurs due to a failure to present said documents, such delay shall be at the expense of the Hirer. If a respective driving licence cannot be presented upon renting, the vehicle shall be regarded as not collected. In such case, there shall apply the respective terms of cancellation.

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

2.4 The Hirer is obliged to record the names and addresses of all drivers to whom he entrusts the vehicle, even temporarily, and give this information to the Rental Firm. The Hirer is responsible for the acting of the driver in the same manner as for his/her own acting.

## 3. Rental charge, insurance

3.1 The rental charge is composed of the basic rental charge and a single lump-sum service fee to be paid for each hire. The amount of the basic rental charge as well as of the service fee can be found in the price lists in force at the time the contract is concluded.

3.2 The basic rental charge includes, apart from the permission to use the rented vehicle: partial comprehensive motor insurance cover (German: Teilkasko) subject to a maximum deductible of € 1000.00 and fully comprehensive motor insurance cover (German: Vollkasko) subject to a maximum deductible of € 1,000.00 per case of damage, motor third-party liability insurance with an amount of cover of € 100 million for damage to property as well as € 12 million for bodily injury, roadside assistance cover, as well as any maintenance repair required during the hire period, unless it is attributable to improper use. Fuel costs and operating costs are to be borne by the Hirer.

3.3 The basic rental charge is calculated as a daily charge per broken 24-hour period.

3.4 Rental charges always apply from collection at the Rental Station until return to the Rental Station. One-way rental charges are not possible.

## 4. Booking, cancellation and change in booking

4.1 Unless otherwise agreed by the parties, the rental contract refers to the vehicle group chosen, not to a specific vehicle type or a specific layout. This does also apply when a concrete vehicle type is indicated as an example in the description of the respective vehicle group. The Rental Firm reserves the right to change the Hirer's booking to an equivalent or superior vehicle.

4.2 The Hirer first receives an offer with guaranteed availability of the vehicle. Unless otherwise indicated in the offer, the Hirer must make an advance payment of 30% of the total rental charge, not less than € 300.00, to the Rental Firm within a period of 3 days. Upon receipt of the advance payment by the Rental Firm in due time, the reservation becomes binding on both parties.

4.3 If the Hirer requires cancellation of the contract, the following cancellation fees are to be paid to the Rental Firm: until 61 days before the start of the trip, 30 % of the rental price; between the 60th and the 31st day before the start of the trip, 50 % of the rental price; on or after the 30th day before the start of the trip, 85 % of the rental price; on the day of hire or in case of no-collection of the vehicle: 100 % of the rental price. The Hirer must send the notice of withdrawal from the agreement to the Rental Firm either in writing or by electronic means.

4.4 Until 30 days before the originally agreed start of hire at the latest, the Hirer may choose a single time a vehicle from another vehicle group, as far as the Rental Firm disposes of respective free capacities and provided this does not reduce the total rental charge. In such case, a handling fee in an amount of € 50.00 per rebooking will be charged. A later change in the booking is not possible. However, the Hirer may cancel the booking and make a new booking. There is no legal right to a change in the booking or in the data.

## 5. Terms of payment

After completion of the booking, the complete rental charge must have been received by the Rental Firm, free of charge for the recipient, not later than 40 days before the start of the hire. In case of short-notice bookings (less than 40 days before hire start), the rental charge is immediately due for payment upon completion of the booking process.

## 6. Security deposit

6.1 The Hirer shall pay to the Rental Firm a security deposit in an amount of € 1,500.00. The security deposit must be provided by means of Master- or Visa Card not later than upon collection of the vehicle. A payment of the security deposit by Prepaid Credit Cards or in Cash is not possible.

6.2 In the event of insurance damage, the excess will be retained.

6.3 The Rental Firm is furthermore entitled, after the return of the vehicle, to offset claims arising from the return of the vehicle against the security deposit, taking into account the claims arising from the rental contract. The Hirer shall be liable in full for any damage caused by him/her (including damage caused by third parties) to the interior of the rented vehicle.

6.4 The object of hire will only be handed over when, apart from a rental charge to be paid in advance, the agreed security deposit has been paid. The obligation to pay the agreed rental charge remains unaffected.

## 7. Collection, return

7.1 The rented vehicle is handed over to the Hirer in a condition according to contract. On both, collection and return, the condition of the vehicle is recorded by the parties and confirmed on the record by signature. The vehicle handing-over record forms part of the contract.

7.2 The Hirer is under an obligation to take part in a detailed introduction to the vehicle by the Rental Firm's staff before starting the trip. The Rental Firm is entitled to refuse to hand the vehicle over until the introduction to the vehicle has taken place. Any delay in the handing-over that the Hirer is responsible for shall be at his/her expense.

7.3 If there is no vehicle from the booked vehicle group available or if the individually booked vehicle cannot be provided by the Rental Firm, the Rental Firm reserves the right to make available a comparable or larger vehicle in terms of size and equipment. In such case, the Hirer will not incur any additional rental costs. In case a smaller vehicle should be offered and accepted by the Hirer, the price difference between both vehicles shall be reimbursed.

7.4 Vehicles can be collected from Monday to Friday between 2 pm and 5 pm and returned from Monday to Friday between 9 am and 11 am. The times stated in the rental contract are regarded as agreed. On Saturdays, vehicles can be collected and returned subject to prior arrangement and against an additional fee according to the current price list. On Sundays and public holidays, collection and return are not possible. 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 Hirer is obliged to return the vehicle in a condition according to contract at the agreed place upon expiry of the agreed hire period and to complete the return procedure together with a member of the station staff. Before it is returned, the interior of the vehicle must have been perfectly cleaned by the Hirer. If this should not be the case, the Hirer shall bear the cleaning costs incurred. In case the Rental Firm must also clean the toilet, whether in part or completely, the Hirer must bear cleaning costs in a lump-sum amount of € 180.00. The return of the vehicle is confirmed by signature on the return record.

7.6 When the vehicle is returned after the time agreed in writing, the Rental Firm will charge the price according to the current price list per broken hour (however, not more than the total daily charge for each day of delay). Any costs caused by any claims asserted by a subsequent hirer or another person against the Rental Firm due to a late return of the vehicle that the Hirer is responsible for shall be borne by the Hirer. In case of a late return, the Rental Firm rejects a continuation of the rental relationship.

7.7 There will be no reimbursement in cases of late collection or early return of the vehicle. If the Rental Firm manages to hire out the vehicle otherwise, the rental charge received from such hire shall be set off against the rental charge, subject to a lump-sum service fee according to the current price list.

7.8 The vehicles are handed over with a full fuel tank and must be returned with a full fuel tank. Otherwise, there will be charged, apart from the fuel costs, a lump-sum filling service fee in a gross amount of € 20.00 plus a gross amount of € 0.50 per litre.

## 8. Ban on smoking / travelling with pets

All vehicles are non-smoking vehicles; smoking is not allowed in the entire vehicle. Travelling with pets is only allowed subject to the express consent of the Rental Firm. Any cleaning costs caused by non-compliance must be borne by the Hirer. Any costs caused by ventilation or by an elimination of a contamination with smoke, including lost profit resulting from a temporary non-availability of the vehicle for hire owing to these circumstances shall also be borne by the Hirer.

## 9. Notification of defects

9.1 The Hirer must immediately communicate to the Rental Station any defects in the rental vehicle or its equipment he/she has detected after the start of hire.

9.2 Any claims for services of the Rental Firm not provided according to contract must be filed by the Hirer with the Rental Firm in writing within a period of one month after the stipulated return of the vehicle. After expiry of this period, claims may only be asserted when the failure to observe the period was without fault.

## 10. What to do in the event of an accident

- 10.1 In the event of an accident, fire, theft, damage caused by game, or any other damage, the Hirer must immediately inform and involve the police. Any claims of the opposite party must not be recognised.
- 10.2 The Hirer is under the obligation to notify the event to the Rental Firm immediately in advance.
- 10.3 Even in the case of very slight damage, the Hirer must prepare a detailed written report for the Rental Firm, including a sketch. If - for whatever reason - the Hirer fails to draw up such report and if, for this reason, the insurance company refuses to pay the damage, the Hirer shall be obliged to pay compensation for the damage. For preparing the report, the form provided with the vehicle documents shall be used and completely filled in. It must in particular include the names and addresses of the persons involved and any witnesses, together with the registration numbers of the vehicles involved. The accident report must be handed over in the original, fully completed and signed, to the Rental Firm upon return of the vehicle at the latest.

## 11. Repairs, replacement vehicle

- 11.1 Repairs which become necessary in order to ensure the operating and roadworthy condition of the vehicle may be ordered by the Hirer up to € 150.00 without consultation, any major repairs may only be ordered after obtaining the consent of the Rental Firm.
- 11.2 Any costs of repair disbursed will be refunded by the Rental Firm against submission of the respective original invoices and of the parts replaced, provided the Hirer is not liable for the damage (cf. Section 14 below). This does not apply to tyre damage.
- 11.3 When the Hirer detects a defect in the vehicle and has a repair actually required not carried out, the Hirer nevertheless must immediately notify the defect to the Rental Firm and grant a reasonable period for repair. Any circumstances specific to a particular country (e.g. infrastructure) which delay the repair shall not be to the disadvantage to the Rental Firm.
- 11.4 If the motorhome is destroyed without any fault on the part of the Hirer or if it is foreseeable that its use will be prevented or deprived for an unreasonably long period of time, the Rental Firm shall be entitled to provide the Hirer with an equivalent replacement vehicle within a reasonable period. If the Rental Firm makes an equivalent replacement vehicle available, termination by the Hirer pursuant to § 543 Subsec. II No. 1 German Civil Code (BGB) is excluded. If in such a case the Rental Firm offers a motorhome from a lower price group and this is accepted by the Hirer, the Rental Firm shall reimburse to the Hirer the price difference to the price already paid in advance by the Hirer.
- 11.5 If the motorhome is destroyed due to the Hirer's fault or if it is foreseeable that its use will be prevented or deprived for an unreasonably long period due a fault of the Hirer, the Rental Firm may refuse the provision of a replacement vehicle. In such a case, termination of the contract by the Hirer pursuant to § 543 Subsec. II No.1 BGB is excluded. If, however, the rental firm agrees to make a replacement vehicle available at the Hirer's request, it can charge the Hirer with the transfer costs incurred.

## 12. Prohibited use, duty to take due care

- 12.1 The Hirer is only allowed to use the vehicle in the usual manner. This does not include in particular the participation in motor sport events and vehicle tests, the transport of highly flammable, poisonous or otherwise dangerous substances, driving on non-secured 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 Hirer is prohibited from subletting the vehicle.
- 12.2 The vehicle must be treated carefully and appropriately and must always be properly locked. The loaded items must be properly secured. The regulations and technical rules applicable to use must be complied with, particularly those governing the load capacity of the vehicle and its bicycle carrier. Its operating conditions, in particular oil and water levels as well as tyre pressure, must be monitored and the maintenance periods must be observed. The Hirer undertakes to check regularly whether the vehicle is in a roadworthy condition.

## 13. Trips abroad

You may only travel to those countries approved in accordance with the entry requirements as set forth in your rent agreement. Any trips outside the approved countries require the prior written approval by the rental station. Any trips into war zones or conflict areas are prohibited. The Hirer/Driver shall independently inform himself/herself about the traffic regulations and laws applicable in the countries visited during the term of the lease as well as any transit countries and shall at any time adhere to the traffic rules applicable in each of those countries.

## 14. Liability, partial/fully comprehensive motor insurance cover

- 14.1 In cases of damage to the vehicle, loss of the vehicle and breach of the rental contract, the Hirer is generally liable according to the general rules of liability.
- 14.2 The parties to the contract have agreed on indemnity against liability to the extent of cover of a partial comprehensive motor insurance cover subject to a deductible of € 1000.00 (German: Teilkasko) and a fully comprehensive motor insurance cover subject to a deductible of € 1,000.00 (German: Vollkasko) The indemnity against liability shall not apply if the Hirer or his/her vicarious agents have caused the loss/damage wilfully or by gross negligence. The Hirer will also be liable for damage/loss when
  - a) he/she, contrary to the Hirer's obligation under Section 10 above, does not hand the damage report over to the Rental Firm in due time or hands it over incompletely or with false statements;
  - b) he/she or his/her vicarious agents committed hit-and-run driving, refrained from involving the police in an accident or gave false information on the course of events of the accident, as far as that has affected the legitimate interests of the Rental Firm in the establishment of the damage and the breach of duty is neither based on intent nor on gross negligence.

14.3 The indemnity against liability does not refer to the agreed deductible. It only applies to the hire period.

14.4 The indemnity against liability does in particular not cover any braking, operating and mere breakage damage as well as any damage attributable to a slipping of the load or caused by wrong operation (also damage to furniture).

14.5 These provisions apply to the Hirer as well as also to the authorised user. The contractual indemnity against liability does not apply to a non-authorised user.

14.6 The Hirer 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/her or by a third party to whom the Hirer leaves the vehicle. The Hirer shall indemnify the Rental Firm against all fines and administrative fines, charges and other costs imposed by the authorities upon the Rental Firm in connection with such infringements. When using roads subject to toll, the Hirer must see to it that the respective tolls incurred are paid completely and in due time. The Hirer shall indemnify the Rental Firm against all tolls caused by him/her or any third parties to whom the Hirer leaves the vehicle. As a compensation for the administrative expense incurred by the Rental Firm in processing any inquiries from prosecution authorities or other third parties investigating any administrative or criminal offences or disturbances, Hirer shall pay to the Rental Firm a lump-sum operating fee in the amount of 15.00 EUR (incl. VAT) for each such inquiry unless the Hirer proves that the costs and/or damage incurred by the Rental Firm is lower. The Rental Firm shall be at liberty to claim any further damages in addition to the above fee.

14.7 Several Hirers are liable as joint and several debtors.

## 15. Termination

The Lessor is entitled to terminate the rental agreement without notice for good cause, in particular if the vehicle is/was used in breach of contract, is/was left to unauthorized persons or is/was damaged to a not inconsiderable extent or if the Lessee continues to violate his other obligations resulting from the contractual relationship despite a warning from the Lessor.

## 16. Processing and disclosure of personal data

16.1 The Rental Firm processes the personal data of the Hirer for the purpose of the conclusion, performance, and termination of the agreement upon request of the Hirer and only among the Tu Travel Innovation GmbH Partners. No disclosure to other third parties will be made unless such disclosure is required in the due course of contractual performance, e.g. to credit card company of the Hirer for the purpose of payment settlement, to the toll system operator, or to the appropriate competent authority or other body for the purpose of the direct assertion of fees, costs, toll, or fines and penalties.

16.2 Moreover, the Rental Firm may pass such data on via the central warning ring to third parties with a justified interest if the statements made in the rental are incorrect in essential points or the rented vehicle is not returned within 24 hours of the expiry of the hire period - also extended, if applicable - or if rental claims must be asserted in court collection proceedings or cheques presented by the Hirer are not honoured or bills are protested. Furthermore, the data can be passed on to all authorities responsible for the prosecution of administrative offences and criminal offences in the event the Hirer actually behaved dishonestly or there are sufficient indications of such behaviour. This is done, for example, in cases of false information for the rental, presentation of forged personal documents or such documents reported as having been lost, failure to return the vehicle, failure to notify a technical defect, road traffic offences or the like. Any legal obligations to pass on data remain unaffected by the provision.

## 17. Other provisions

All agreements must be made in writing. This applies also to a removal of this clause. The Hirer may only set off claims of the Rental Firm against counter-claims of the Hirer when such counterclaims are undisputed or have become res judicata. A right of retention can only be asserted to the extent it is based on claims from this contract.

## 18. Choice of law, place of jurisdiction, severability clause

18.1 This contract is exclusively governed by the substantive law of the Federal Republic of Germany.

18.2 For all disputes arising out of or about this contract, the agreed place of jurisdiction shall be the seat of the Rental Firm as far as the Hirer does not have a general place of jurisdiction within the country or transfers, after conclusion of the contract, his/her place of residence or usual abode to a place abroad or when his/her place of residence or usual abode is not known at the time action is brought, or when the Hirer is a registered merchant or a person defined as equivalent by § 38 Subsec. 1 Code of Civil Procedure (ZPO).

18.3 If any provision of these Terms and Conditions should be or become ineffective or impracticable or if the contract should involve any gaps, that shall not affect the remaining contents of the contract. In such case, the parties shall be obliged to agree to a new provision that economically comes as close as possible in a legally admissible way to the ineffective or impracticable or incomplete provision.

18.4 Notice pursuant to § 36 of the Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz – VSBG): The contracting party will not participate in a dispute resolution proceeding before a consumer arbitration body in terms of the VSBG, nor is it obligated to do so.