

A: Rental agreement, renter, condition of vehicle, repairs, operating equipment

1. The renter submits a binding order by signing the rental contract. The contract comes into effect after the booking confirmation has been sent to the renter by e-mail or the rental contract has been countersigned by the rental company.
2. There is no right of revocation for motor vehicle rental agreements.
3. The renter declares that he is able to pay the agreed rental fee and deposit.
4. The renter undertakes to handle the vehicle carefully and professionally and to regularly check whether the vehicle is in roadworthy condition and to lock the vehicle properly. The rental company's vehicles are principally non-smoking vehicles.
5. The renter must inform the rental company immediately if any malfunctions or other technical defects occur on or in the rental car. The damage may only be repaired in a specialist workshop for the rental car make with the express approval of the rental company. The rental company's approval is unnecessary if the renter receives the specialist workshop's express confirmation that the repair costs will not exceed EUR 80 before the repair work is carried out. The rental company will reimburse the renter for any effective costs incurred to repair the damage in accordance with the provisions above on presentation of the original invoice paid and receipted by the renter, provided the renter can prove that they were not to blame for the damage and malfunctions and/or that the vehicle was not roadworthy.
6. The vehicle is handed over to the renter with a full tank. The vehicle is to be returned with a full tank. If the vehicle is not returned with a full tank, the rental company will charge the renter 4 EUR per liter for refilling the tank.
7. The renter is responsible for the vehicle's operating costs (in particular, engine oil and windscreen washer fluid/anti-freeze).

B: Documents that need to be shown when picking up the vehicle, authorized drivers, permissible uses, driving the vehicle to a foreign country, tracking vehicles

1. The renter must show their ID card/passport with proof of address, a driving license with validity in Germany and a valid means of payment accepted by the rental company. The rental company accepts Visa and MasterCard credit cards and Maestro/V-Pay cards. The rental fee can be paid in cash as well. The means of payment must be issued in the name of the renter. If the renter is unable to provide these documents upon delivery of the vehicle, the rental company will withdraw from the rental agreement. In such cases, claims of the renter for non-performance are excluded. Any losses incurred by the rental company must be reimbursed.
2. If the rental company is unsure about the identity of the renter, the validity of their driving license and their creditworthiness, the rental company is entitled to defer handover of the vehicle until the renter has clarified these doubts about their identity, driving license or creditworthiness to the rental company in a satisfactory way.
3. The vehicle must only be driven by the drivers indicated in the rental agreement. Additional drivers can be added to the contract for an additional fee prior to the start of rental. Information about these fees can be found on the rental company's website and on the front page of the rental agreement. In addition, age and driving license restrictions apply to all drivers. These can be found on the rental company's website or on the rental agreement. All drivers must have held their driving license for at least 3 years.
4. The renter is liable for the conduct of the driver as he would be for his own. All rights and obligations from this agreement shall apply for and against the designated driver.
5. The vehicle may only be used on the public highway. The vehicle may not be used as follows:
 - for motor sports, in particular where the aim is to drive as fast as possible;
 - for vehicle tests or driving safety training;
 - on race tracks;
 - for commercial passenger transport;
 - for subletting;
 - for taking part in criminal activity.
6. Using the vehicle abroad is permitted in the following countries: Germany, Austria, Switzerland. Using the vehicle in other countries is subject to request and is possible under certain conditions.
7. It is strictly forbidden to deactivate the traction control and Launch-Control-Start functions.
8. Violations of one or non-fulfillments of one of the provisions according to the above clauses 1, 2, 5, 6, 7 or 8 entitle the rental company to terminate the agreement without notice or withdraw from the rental agreement. In such cases, the renter has no entitlement to compensation. The right to compensation for damage incurred by the rental company due to a violation of one of the provisions under the above clauses 1, 2, 5, 6, 7 or 8 remains unaffected.
9. Our vehicles are fitted with a GPS tracking system.

C: Rental fee, due date, terms of payment, security payment (deposit), immediate termination due to default in payment

1. The rental fee comprises a basic rental fee, special payments and for applicable sites, a supplementary fee. Special charges include, in particular, additional driver fees and delivery- and pick-up fees.
2. For deliveries and pick-ups, the delivery and pick-up fees are charged as agreed.
3. The rental fee for the agreed rental period is generally to be settled in full. In other words, there will be no reimbursements if the vehicle is picked up late or returned too early. The rental fee is due at the beginning of the rental period.

4. The renter is required to pay a deposit in addition to the rental fee as a security for the performance of their obligations. The size of the deposit depends on the vehicle being rented. Information about deposits can be found on the rental company's website and on the front page of the rental agreement.
5. Unless otherwise agreed, the rent, all other charges and the deposit will be charged to the renter's means of payment, in particular their credit card.
6. If the renter is in default of payment, the rental company is entitled to terminate the rental agreement without notice, even without a prior reminder.

D: Insurance

1. The insurance protection for the entire vehicle shall extend to liability insurance with a maximum coverage of EUR 100 million for personal injury and property damage. The max. cover for each injured person is EUR 8 million and is limited to Europe. The deductible in the liability insurance policy is EUR 1,000 per claim.
2. In the event of a liability claim, the renter/driver is not entitled to acknowledge and/or settle any third party claims in full or in part without the prior consent of the rental company.
3. In case of a loss event, the renter/driver must endeavor to avoid or mitigate the damage to the extent possible. The renter/driver - where reasonable - must follow the rental company's instructions and assist them during loss assessment and management.
4. The rental company is entitled to settle or defend claims for damages made against the renter/driver on their behalf and to issue declarations deemed expedient for this purpose in accordance with its best judgment.
The renter/driver is required to report any claims lodged against the renter/driver legally or out of court without undue delay following the lodging of the claim.
For claims lodged as part of legal proceedings, responsibility for managing the case shall be transferred to the rental company. The rental company is entitled to instruct a lawyer on behalf of the renter/driver, to whom the renter/driver must give power of attorney and provide all necessary information and requested documents.

E: Accidents, theft, duty to notify, obligations

1. After an accident, theft, fire, damage from wildlife or other damage, the renter/driver must notify the police without undue delay. The same also applies if the damage to the rental vehicle was minor and also after an accident which does not involve third parties and for which the renter/driver is responsible.
2. For any damage sustained to the vehicle during the rental period, the renter is required to report in writing every detail of the event which lead to vehicle damage. This also applies where the vehicle or parts thereof were stolen. To this end, the renter should carefully and truthfully complete an accident report.
3. The renter/driver shall take all of helpful and necessary measures for clarifying the loss event. In particular, this means the renter/driver answering the rental company's questions about the circumstances of the loss event truthfully and in full, and that they are not allowed to leave the accident site before the necessary findings have been made in particular, matters of importance to the rental company for assessing the events leading up to the damage, or not doing so before the rental company is able to do the same.
4. The vehicle may only be parked in garages.

F: Renter's liability

1. In the event of vehicle damage or loss or violations of the rental agreement, the renter and/or driver is in principle liable according to the general rules of liability. According to such rules, the renter and/or driver is not liable where they were not responsible for the failure to comply with their obligations.
2. There is limited liability arising from accidents (contractual limitation of liability) for damage or fire and theft of the vehicle vis-a-vis the rental company. A contractually-agreed limitation of liability corresponds to the model of fully comprehensive insurance coverage. In this case, the renter as well as the drivers included within the area of protection of the contractual limitation of liability shall be liable for each individual loss event up to an amount equal to the agreed deductible. As well as the renter, all additional drivers named in the rental agreement are included within the area of protection of the limitation of liability. There is no claim to a contractual limitation of liability when the damage was caused intentionally. If the damage was caused with gross negligence, the rental company is entitled to reduce its obligation to perform in order to limit liability in proportion to the seriousness of the fault. A claim to a contractual limitation of liability also does not exist in the case of an intentional infringement of an obligation to be met by the renter/driver, in particular, according to subsection E of these General Terms and Conditions of Rental. In the case of a grossly negligent infringement of an obligation to be met by the renter/driver, the rental company is entitled to reduce its performance in order to limit liability in proportion to the seriousness of the fault. Irrespective of the provisions in the two previous subsections, the rental company is required to limit liability insofar as the infringement of the obligation was not the cause for the occurrence of the liability limitation case nor for the establishment or the scope of the liability limitation obligation of the rental company. This does not apply if the obligation was fraudulently infringed.
The contractual liability exemption only applies for this rental period and damage to the vehicle. In addition, the renter is liable for return of the vehicle, loss of value, loss of rental income and any arising costs and damages which may arise to the rental company. The deductible per loss case which the renter must pay can be seen on the rental company's website and on the front cover of the rental agreement.

3. The renter assumes unlimited liability for all infringements of road traffic law and ordinances and other statutory regulations and for all trespasses caused by either the renter or a third party to whom the renter transferred the vehicle. The renter shall indemnify the rental company against all warnings and fines, fees and other costs levied by the authorities or other offices on the occasion of such violations. As compensation for the administrative expenses incurred by the rental company for processing inquiries addressed to the rental company by prosecuting authorities or other third parties for the purpose of investigating regulatory offenses, criminal offenses or disturbances committed during the rental period, the renter shall pay the rental company a one-off fee of EUR 30 (incl. VAT) per such inquiry, unless the renter can prove that the rental company incurred a lesser expense and/or loss; the rental company is at liberty to claim further damages.
4. An accident is defined as an external event directly affecting the vehicle by means of sudden mechanical force. Brake damage, operating damage and pure breakage damage do not constitute accident damage. This applies in particular to damage caused, for example, by cargo slippage, incorrect refueling, damage from shifting gears, torsional damage, operating errors and damage caused by overloading of the vehicle.
5. The renter must ensure the full and timely payment of tolls when using toll roads. The renter indemnifies the rental company against all tolls caused by the renter or third parties to whom the renter transferred the vehicle.
6. These rules apply both to authorized drivers and the renter, whereby the contractual limitation of liability shall not apply in favor of non-authorized users of the rental property.
7. The regulations of the Insurance Contract Act [Versicherungsvertragsgesetz - VVG] and the regulations of the General Terms and Conditions for Motor Vehicle Insurance apply in addition to the provisions in these General Terms and Conditions.
8. Multiple renters are jointly and severally liable for claims arising from or in conjunction with the rental agreement.

G: Rental company's liability

1. In the case of intent or gross negligence on the part of the rental company, an agent or representative of the same, or one of its servants/employees, the rental company shall assume liability according to the statutory requirements. Otherwise, the rental company shall only assume liability from injury to life, physical injury or injury to health or culpable infringement of material contractual obligations. The claim for damages due to breach of material contractual obligations shall be limited to the foreseeable damage which is typical for this contract.
2. The rental company shall not assume any liability for things left behind in the rental object after it is returned. This does not apply in the event of intent or gross negligence on the part of the rental company, its agent/representative or servant/employee.

H: Return of the vehicle, data in satellite-navigation and communication systems

1. The rental agreement ends upon expiry of the agreed rental period. If the renter continues to use the vehicle after the rental period has expired, the rental contract is not deemed to have been prolonged. § 545 BGB does not apply.
2. The renter is obliged to return the vehicle to the rental company at the end of the rental period in a contractual condition, at the agreed place and time. If the vehicle is excessively dirty and requires special cleaning or if the vehicle is returned with a bad smell, the renter must pay the rental company compensation. Extra cleaning costs are calculated based on a cost basis, although they shall include, at a minimum, a special one-off cleaning fee unless the renter can show that the rental company incurred less damage. The rental company is at liberty to claim further damages.
3. If the satellite navigation device is used, the navigation data entered during the rental period may be stored in the vehicle. When coupling mobile phones or other devices to the vehicle, data from these devices may also be stored in the vehicle. If the renter/driver would like the above data to no longer be stored in the vehicle after its return, they must make sure the data are deleted before returning the vehicle. The rental company is not required to delete the above data.
4. In the event of a breach of the obligation to return the vehicle, several renters shall be jointly and severally liable.
5. If the renter fails to return the vehicle or the keys to the vehicle - also through no fault of their own - before the expiry of the agreed rental period, the rental company is entitled to charge a fee based on the following fee schedule for the length of the retention of the vehicle as compensation for use of the vehicle:
 - up to 29 minutes late: no charge
 - from 30 minutes late: an additional day of rental for each new day of delay

Claims for additional damage are not excluded.

J: Postponement, cancellation, no-show for pick-up

1. The reservation can be postponed by a maximum of 8 weeks up to 2 weeks before the start of rental. The amount of the postponement fee depends on when the postponement was made:
 - up to 4 weeks before the start of rental: no charge
 - 4 to 2 weeks before the start of rental: 40% of the rental fee
2. A cancellation is possible up to 72 hours before the start of rental. A cancellation fee will be charged in the event of a cancellation. The amount of the cancellation fee depends on the time of the rescission:
 - up to 4 weeks before the start of rental: no charge
 - from the start of the 4th week to the start of the 2nd week before the start of rental: 60% of the rental fee
 - less than 2 weeks up to 72 hours before the start of rental: 85% of the rental fee
3. The rental fee is the overall rental fee including any charges and extras.
4. The deduction of saved expenses has been taken into consideration in the provisions according to paragraph 1. The renter is at liberty to prove that the rental company did not incur the claims named in paragraph 1, or not to the extent claimed.
5. If the renter does not appear at the agreed collection time, the rental company will hold the reservation for two hours. After this period, the vehicle will be released for other customers. In this case, the renter will be charged the full rental fee. The renter is at liberty to prove that the rental company did not suffer any loss from the non-collection, or only a smaller loss.
6. The rental company is located in Rosenheim. For all other locations to which the vehicle is delivered, the rental company will wait a maximum of 30 minutes for the renter. Afterwards, the vehicle will be brought back to Rosenheim and can be picked up here by the renter within a two hour time limit.

K: Termination

1. The parties are entitled to terminate the rental agreement according to the legal requirements. The rental company may terminate the rental agreements without notice for good cause.
Good cause includes, in particular:
 - a clear deterioration in the renter's financial situation;
 - dishonored direct debits/checks;
 - enforcement measures taken against the renter;
 - failing to take care of the vehicle;
 - improper and unlawful use of the vehicle;
 - continuation of the rental agreement would be unreasonable; e.g., due to an excessive loss rate
2. If the rental company terminates a rental agreement, the renter will be required to surrender the vehicles including documents, all accessories and all vehicle keys to the rental company without undue delay.

L: Renter's direct debit mandate, no offsetting

1. The renter irrevocably authorizes the rental company to debit all rental car costs and all other claims connected with the rental agreement from the means of payment presented at the time the rental agreement was concluded and which was indicated in the rental agreement or from the means of payment subsequently presented, or additionally indicated by the renter.
2. Offsetting a claim against the claims of the rental company is only possible when the claims of the renter/authorized driver have the force of law or are uncontested.

M: Written form, settlement of disputes, place of jurisdiction

1. No verbal agreements have been entered into.
2. The European Commission has set up an online platform for settling consumer disputes out of court at <http://ec.europa.eu/consumers/odr/>. The rental company does not participate in alternative methods of dispute resolution.
3. The place of jurisdiction is Rosenheim, provided that the renter is a merchant, a legal entity under public law or a special fund under public law.