

# Rental Terms and Conditions for motorhomes\*



Dear Customer,

Your contract partner is the respective local rental station that will hand the Vehicle over to you. Therefore, upon conclusion of a contract on the booking of a motorhome, the following Rental Terms and Conditions (to the extent effectively agreed) will become part of the contract coming about between the partners and licensees of Rental Alliance GmbH, i.e. the respective local rental station (herein after referred to as the „Rental Company“) and you. Please read these Terms and Conditions of Business carefully.

(\*Translation only. The only legally binding version of this document is the German one.)

## 1. Scope, contents of contract, jurisdiction

- 1.1 The following Standard Terms and Conditions [AGB] of rent easy, its partners and licensees (hereinafter referred to as „the Rental Company“) apply exclusively. Terms and conditions of the Hirer, which contradict or deviate from the Standard Terms and Conditions of the Rental Company will not be recognized. The Standard Terms and Conditions of the Rental Company will apply even if the Rental Company hires the Vehicle out to the Hirer without reservation, knowing that terms and conditions of the Hirer contradict or deviate from these Standard Terms and Conditions.
- 1.2 The sole subject of the contract with the Rental Company is the hiring out of the motorhome. The Rental Company is under no obligation to provide travel services, and in particular no package of travel services.
- 1.3 The contract concluded between the hirer and the Hirer(s) as a result of the booking process shall be governed exclusively by Italian law.
- 1.4 All agreements between the Rental Company and the Hirer must be concluded in writing.

## 2. Minimum age, authorized drivers

- 2.1 The Hirer and any other driver must be at least 21 years old. For vehicles above 3.5 tons, the minimum age is 25 years. The Hirer and any other drivers must have been in possession of a Class III/ Class B or comparable national driver's license for at least three years. For vehicles above 3.5 tons, the driver must have been in possession of a class C driver's license for at least 3 years corresponding to the weight of the Vehicle. The delivery of the Vehicle requires the presentation by the Hirer and/or driver(s) of the driver's license and the valid identification card/passport at the time of taking possession. If a delay in taking possession occurs due to the non-presentation of said documents, such delay shall be at the expense of the Hirer. If such documents cannot be presented at neither the agreed time for taking possession, nor within a reasonable grace period thereafter, then the Rental Company shall be entitled to withdraw from the contract. The cancellation provisions set forth in section 4.2 shall apply. The Rental Company or the official authorities of the country may require the presentation of an international driver's license (for non-EU citizens).
- 2.2 Please note that some of the Rental Company's Vehicles have a total weight of more than 3.5 tons and that to drive these Vehicles an appropriate driver's license is required. Those in possession of a Class B driver's license must consult the Rental Company about the engine size and the technically permissible total weight of the Vehicle rented. If, upon renting, a respective driver's license cannot be presented, the Vehicle shall be regarded as not collected. In such case, there shall apply the respective terms of cancellation (see 4.2).
- 2.3 The Vehicle may only be driven by the Hirer and one additional driver named at the time of hiring.
- 2.4 The Hirer shall be under an obligation to note down the names and addresses of all drivers to which he leaves the Vehicle for however brief a period and pass on this information to the hirer on request. He shall also obtain the required prior and explicit consent to be given following provision of corresponding information – to the processing of personal data in accordance with Italian statutory ordinance no. 196 of 30 June 2003. The Hirer shall be liable for any act committed by a driver to whom he has left the Vehicle in the same extent to which he is liable for his own acts.

## 3. Hire charges and their calculation, rental period

- 3.1 The rental agreement shall remain confined to the agreed period without any implicit extension of the contractual relationship.
- 3.2 Rental prices result from the hirer's price list applicable at the time of contract conclusion including potential cases of a minimum leasing period during certain travel times. The prices for the season within which the leasing period comes shall be applicable as indicated in the price list. For each leasing process, a non-recurrent service fee will be charged, the amount of which shall also result from the price list applicable at the time of contract conclusion.
- 3.3 Extra kilometres will be charge according to the valid price list; insurance cover modelled on German „Kasko“ insurance as described in Section 12 and the vehicle manufacturer's mobility guarantee. Not included in the rental fee: Road Charges, sewage, fuel, fines, accessories and extras. The bicycle racks are not suitable for E-Bikes.
- 3.4 The daily rates applicable will be charged for each 24-hour period completed or commenced during the rental period. The rental period will begin when the Hirer takes possession of the Vehicle at the rental station and end when the rental station employee takes it back.
- 3.5 If the Vehicle is returned after the time agreed in writing, the Rental Company will charge a fee according to the actual valid pricelist (up to a maximum equal to the relevant full day price for each day late). Any costs incurred as a result of a subsequent hirer or any other person making claims against the Rental Company on the grounds that a Vehicle was supplied late must be borne by the Hirer.
- 3.6 If the Vehicle is returned before the expiry of the agreed rental period, the full contractually agreed hire charge must be paid unless the Vehicle can be hired out to someone else.
- 3.7 The Vehicle will be supplied with a full tank and must be returned in the same condition. Otherwise, the Rental Company will charge the diesel according to the

valid price list. Fuel and running costs during the rental period must be borne by the Hirer.

- 3.8 One-way rentals are only possible by special agreement.

## 4. Reservations and changes to bookings

- 4.1 Reservations are only binding after they have been confirmed by the Rental Company as described in Subsection 4.2, and then only for Vehicle groups, not for Vehicle types. This will apply even if a specific Vehicle type is mentioned as an example in the description of the Vehicle group. The Rental Company reserves the right to upgrade the client to an equivalent or superior Vehicle.
- 4.2 To confirm the booking a deposit of 30% of the rental charge, with a minimum of € 300 must be paid. After receiving the payment, a booking confirmation will be sent to the Hirer. Only then will the reservation become binding on both parties. If the Hirer exceeds this deadline written in the offer the Rental Company will cease to be bound by the reservation. Cancellation fees\*:
  - From the day of a confirmed booking until 60 days before the beginning of the rental period (Pick Up), a processing fee of 30% of the rental price (minimum € 300) will be charged.
  - Between 59 to 30 days before beginning of rental 50 % of rental price
  - Less than 30 days before beginning of rental 85 % of rental price
  - At rental day / day of pick up or by no show 95 % of rental price

\*It is up to the Hirer to prove that no damage has occurred at all or to a lesser extent. The cancellation must be made in writing.

- 4.3 Changes may be made to a reservation confirmed to the Hirer from the date of reservation until at least 60 days before the agreed commencement of the rental period, as long as the Rental Company has alternative capacity and the alternative booking corresponds in amount to the first. Rebooking's are only possible in the same calendar year and at the same station, a change of station is not possible in case of rebooking. Later changes of bookings are not possible. If the booked travel period is shortened/reduced, the above-mentioned cancellation conditions apply to the cancelled nights.

Each rental amendment will be charged according to the valid price list. After conclusion of the contract the Hirer is not entitled to any changes with regard to begin of term of rental.

## 5. Terms of payment, security deposit

- 5.1 By all means, the presumable rental price charged in accordance with booking data must be transferred to the hirer no later than 40 days prior to the start of the leasing period.
- 5.2 By all means, the deposit amounting to € 1.500 must be handed over to the Hirer free of charge by no later than the point in time when the Vehicle is handed over. (Visa or Master Card). A payment of the deposit with Prepaid Credit Cards or cash is not possible.
- 5.3 In case of bookings at short notice (less than 40 days prior to the date on which the leasing relationship begins), the total hire charge shall be paid immediately at the point in time when the booking process is carried out.
- 5.4 The deposit will be reimbursed as soon as the Vehicle has been returned in proper form and final settlement of the rental agreement has been effected. Fees and remuneration arising in addition to the advance payment made by the Hirer shall be set off against the deposit upon return of the Vehicle.
- 5.5 If the Hirer falls behind with his above-mentioned payment obligations, default interest according to the applicable rate of interest shall become due without a formal notice of default being required.

## 6. Collection, return

- 6.1 Before taking the wheel, the Hirer is under an obligation to take part in a detailed introduction to the Vehicle by the Rental Company's experts at the collection center. On that occasion, there is drawn up a detailed report (Pick Up) of delivery describing the condition of the Vehicle that is to be signed by both parties. The Rental Company is entitled to refuse to hand over the Vehicle until this introduction has taken place. If handover is delayed due to the fault of the Hirer, he must bear any costs incurred as a result.
- 6.2 On returning the Vehicle, the Hirer is under an obligation to carry out a final examination of it together with rental station staff, with a written return report (Drop Off) to be prepared and signed by the Rental Company and the Hirer. Any damage not specified in the report of delivery that is detected upon return of the Vehicle shall be at the Hirer's expense.
- 6.3 Regular vehicle handovers take place Monday to Friday in the afternoon; returns take place Monday to Friday in the morning. You can find your booked pick-up time on your booking confirmation. Pick up and Drop Off times as shown in the rental contract are binding.

On Saturdays, collection and return are only possible by prior arrangement. This will incur an additional charge, to be agreed. The days of collection and return will be charged together as a single day, as long as a total of 24 hours is either not exceeded or only exceeded due to the fault of the Rental Company.
- 6.4 The Vehicles are delivered with a clean interior and are to be returned by the Hirer in the same condition as are received. Should the interior not be in the same clean condition as received, the Hirer will be liable for the cleaning fee.

## 7. Prohibited use, duty of care

- 7.1 The Hirer shall use the Vehicle as well as accessories fitted therein with best care and diligence and in compliance with all statutory provisions.
- 7.2 The Hirer shall be expressly prohibited to sublet the Vehicle or hire it out to third parties.
- 7.3 The Hirer is prohibited from using the Vehicle as follows: to participate in motor sport events and Vehicle tests, to transport easily inflammable, poisonous or

otherwise dangerous substances, to commit Customs or other criminal offences, even if these are only punishable according to the law applicable in the place where the offence was committed, for rental to a third party or for the commercial transport of passengers or for any other use going beyond that agreed by contract, in particular driving on terrain not intended for the purpose.

- 7.4 The Vehicle must be treated carefully and appropriately and properly locked on all occasions. The regulations and technical rules applicable to its use must be complied with. Its running condition, in particular oil, AdBlue and water levels and tire pressure, must be monitored. The Hirer undertakes to check regularly to make sure that the Vehicle is in a roadworthy condition.
- 7.5 All Vehicles are non-smoking Vehicles. This means that you may not smoke in any part of the Vehicle. Pets may only be brought along subject to the Rental Company's explicit approval. Cleaning expenses caused by non-compliance with regulations must be borne by the Hirer. Any costs that may be incurred by ventilation or for elimination of contamination with smoke, including lost profits resulting from temporary non-availability of the Vehicle for hire owing to these circumstances, shall also be borne by the Hirer.
- 7.6 If evidence of violation of the provisions in the aforementioned paragraphs 7.1, 7.2 and 7.3 can be provided, the Rental Company may terminate the lease without notice.

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

- 8.1 After an accident, theft or damage by fire or collision with a wild animal, the police must be informed immediately and the rental station (for Telephone Number see rental contract), at the latest immediately after the working day following the day of the accident/incident. It is not permitted to accept any third-party claims as valid.
- 8.2 Even in the case of very slight damage, the Hirer must prepare a detailed written report for the Rental Company, including a sketch. If, for whatever reason, the Hirer fails to draw up such report and if, because of that, the insurance company refuses to pay the damage, the Hirer shall be obliged to pay full compensation for the damage.
- 8.3 The accident report must in particular include the names and addresses of anyone involved and any witnesses, together with the license numbers of all Vehicles involved and has to be over handed filled out and signed by drop off latest towards Rental Company.

## 9. Journeys abroad

Journeys abroad within Europe are permitted. Journeys to countries outside of Europe are subject to the prior approval of the Rental Company. Journeys to areas affected by war or crisis are prohibited.

The applicable entry requirements can be found on our website: [https://www.rent-easy.de/media/travel\\_restrictions\\_rent\\_easy.pdf](https://www.rent-easy.de/media/travel_restrictions_rent_easy.pdf)

## 10. Defects in the Vehicle

- 10.1 Any claims to compensation by the Hirer on the basis of defects for which the Rental Company is not responsible are hereby excluded.
- 10.2 Any defects in the Vehicle or its fittings/equipment, which are discovered after the commencement of the hire, must be reported to the Rental Company in writing by the Hirer when returning the Vehicle. Claims for damages based on subsequently notified defects shall be excluded unless the claim is based on a defect, which is not patent.

## 11. Repairs, substitute Vehicle

- 11.1 Repairs which are necessary in order to maintain the Vehicle in a good working and roadworthy condition during the rental period may be ordered by the Hirer up to € 150 without consultation. Repairs going beyond this may only be ordered with the consent of the Rental Company. The Rental Company will bear repair costs on production of the original invoices and the parts replaced, as long as the Hirer is not liable for the damage pursuant to Section 12 below. This does not apply to tire damage.
- 11.2 If a defect for which the Rental Company is responsible makes such a repair necessary, and if the Hirer does not rectify the defect on his own initiative, the Hirer must notify the Rental Company of the defect immediately and set a reasonable deadline for its repair. Any circumstances specific to a particular country (e.g. infrastructure) which delay the repair must be taken into account here to avoid disadvantage to the Rental Company.
- 11.3 If the Vehicle is destroyed without any fault on the part of the Hirer or if it appears likely that its use will be prevented or withdrawn for an unreasonably long time, the Rental Company will be entitled to supply the Hirer with an equivalent substitute Vehicle within a reasonable period. If the Rental Company supplies an equivalent substitute Vehicle, any termination by the Hirer pursuant to § 543 Para. II No. 1 German Civil Code [BGB] is excluded. If in such a case the Rental Company offers a Vehicle from a lower price class and this is accepted by the Hirer, the Rental Company will reimburse to the Hirer the difference between this and the price already paid in advance by the Hirer.
- 11.4 If the Vehicle is destroyed due to the Hirer's fault or if it is foreseeable that its use will be prevented or made impossible for an unreasonably long period due to the Hirer's fault, the Rental Company may refuse to make a replacement Vehicle available. In such a case, termination of the contract by the Hirer is excluded according to § 543 Subsec. II No.1 BGB. If the Rental Company provides a replacement Vehicle, it can charge the Hirer with the transfer costs incurred.

## 12. Hirer's liability, insurance

- 12.1 In line with the principles of the comprehensive insurance, the Rental Company exempts the Hirer from all responsibilities under civil law in exchange for a security deposit to be provided by the Hirer in the amount of € 1.500 for each event of damage or loss. There shall not be a possibility to exclude the deposit. The deposit must be paid upon collection of the Vehicle and will be reimbursed as soon as the Vehicle has been returned unless damage has been done for which the Hirer is responsible pursuant to the regulations of section 12.3. In the case of theft the rental station reserves itself the right to calculate 10% of the value of the Vehicle up to a maximum of € 5.000.
- 12.2 The indemnity against liability described in Subsection 12.1 will not apply if the Hirer causes a loss/damage deliberately or by gross negligence.

12.3 If the Hirer causes loss/damage culpably, he will additionally be liable in the following cases:

- if loss/damage was caused by impaired ability to drive due to drugs or alcohol
  - if the Hirer or a driver to whom the Hirer has supplied the Vehicle leaves the site of an accident without justification
  - if the Hirer fails to call the police to an accident, contrary to the obligation imposed by Section 8, unless this breach of obligation does not affect either the establishment of the cause of the loss/damage or of its amount
  - if the Hirer breaches any other obligations imposed by Section 8, unless this breach of obligation does not affect either the establishment of the cause of the loss/damage or of its amount
  - if loss/damage is due to usage prohibited by Subsection 7.1
  - if loss/damage is due to a breach of an obligation imposed by Subsection 7.2
  - if loss/damage is caused by an unauthorized driver to whom the Hirer has supplied the Vehicle
  - if loss/damage is due to a failure to take account of the Vehicle's dimensions (height German Road Traffic Regulations [StvO] Signal 265, with German Road Traffic Regulations [StvO] Signal 264 or equivalent country signs.
  - if loss/damage is due to a failure to comply with load regulations
  - if damage is caused by the use of the wrong fuel (incorrect refuelling), if water or oil is not refilled and warning indicators in the vehicle have been disregarded; the insurance does not cover the damages. This also counts for interior damages and incorrect operation of for instance awning, water and fuel tank.
- 12.4 To avoid increasing costs due to expenses incurred to establish the amount of the damage suffered, the Rental Company will in the event of accident damage initially supply the Hirer on request with sample invoices for the type of case concerned.
- 12.5 Personal property of the Hirer, which is damaged - or lost - as a result of an accident or theft is not insured.
- 12.6 The Hirer is liable for all fees, charges, fines and penalties imposed upon the Rental Company in connection with the use of the Vehicle, unless these are incurred due to the fault of the Rental Company.
- 12.7 More than one Hirer will be generally and severally liable.

## 13. Rental Company's liability, expiry by limitation

- 13.1 The Rental Company bears unlimited liability for deliberate action and gross negligence. In the case of simple negligence, the Rental Company is only liable for foreseeable loss/damage typical of the type of contract concerned where there is a breach of an obligation the meeting of which is of particular importance for the achievement of the purpose of the contract (cardinal obligation). This standard of liability also applies in cases of obstacles to performance at the time of the conclusion of the contract.
- 13.2 The above limitations and exclusions of liability do not apply to claims under the terms of the German Product Liability Act or to claims based on injury to life, limb or health or infringements of liberty.
- 13.3 Claims which are not excluded according to paragraph 13.1 but were only limited in scope shall become statute-barred within a year of the end of the year of the claim being created and the circumstances justifying the claim and the debtor's identity being disclosed to the creditor or the creditor, without gross negligence, being considered to be aware of such circumstances or identity. With the exception of claims for damages which are based on loss of life, physical injury, health hazards or the loss of freedom and claims based on the product liability act, claims for damages shall become statute-barred - with no consideration being given as to whether the creditor was aware of the circumstances and identity or, without gross negligence, should have been aware of such circumstances and identity - within five years of the end of the year in which the claim was created.
- 13.4 The Rental Company's booking conditions apply. These are provided at the rental depot during pick-up and are published on our website.

## 14. Legal venue

For all disputes associated with validity, interpretation, implementation and termination of the rental agreement, the place of jurisdiction of the respective hiring station or the registered office of the Rental Company shall be exclusively competent.

The above regulations shall be applicable from 01 January 2022 onwards.

\_\_\_\_\_  
Signature of the Hirer

\_\_\_\_\_  
Signature of the Rental Company

For purposes of and in accordance with articles 1341 und 1342 of the Italian Civil Code, the contracting parties expressly agree to the following provisions after having read them through in particular and with great attention: 1.1, 3.5, 3.6, 4.2, 7.6, 8.2, 11.3, 11.4, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 14.

\_\_\_\_\_  
Signature of the Hirer

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Signature of the Rental Company