

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 McRent Holding GmbH, i.e. the respective local rental station (hereinafter referred to as the „Rental Company“) and you. Please read these Terms and Conditions of Business carefully!

Rental Terms and Conditions of McRent, its partners and licensees*

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

1. Scope, contents of contract, jurisdiction

1.1 The following Rental Terms and Conditions [Standard Terms and Conditions of Business, hereinafter referred to as „Terms and Conditions“) of the partners and licensees of McRent Holding GmbH, i.e. the respective local rental station (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 recognised. The Standard Terms and Conditions of the Rental Company will apply even if the Rental Company hires the motorhome 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 In the event of a booking, a rental contract will arise between the Rental Company and the Hirer(s) which is solely subject to German law. The statutory provisions relating to travel contracts, in particular those of §§ 651 a - l German Civil Code [BGB], do not apply to the contract either directly or indirectly. The Hirer will organise his journey himself and make use of the vehicle on his own responsibility. The rental contract is limited to a specific period as agreed. Any tacit extension of the rental indefinitely on the basis of continued use pursuant to § 545 German Civil Code is hereby excluded.

1.4 All agreements between the Rental Company and the Hirer must be concluded in writing.

2. Minimum age, authorised drivers

2.1 The Hirer and any other driver must be at least 21 years old. The Hirer and any other drivers must have been in possession of a Class III / Class B or comparable national driving licence for at least one year.

2.2 Please note that some of the Rental Company's vehicles have a total weight of more than 3.5 tonnes and that to drive these vehicles an appropriate driving licence is required. Those in possession of a Class B driving licence must consult the Rental Company about the engine size and the technically permissible total weight of the vehicle rented.

2.3 The vehicle may only be driven by the Hirer and the drivers named at the time of hiring.

2.4 The Hirer is under an obligation to record the names and addresses of all drivers to whom he entrusts the vehicle, for however short a time, and supply this information to the Rental Company on request. The Hirer bears the same responsibility for the actions of any driver to whom he supplies the vehicle as for his own.

3. Hire charges and their calculation, rental period

3.1 The hire charges applicable are those stated in the version of the Rental Company's price list in force at the time the contract is concluded. Any prescribed minimum rental period applicable during particular travel periods is likewise indicated in the version of the Rental Company's price list current at the time the contract is concluded. The prices applicable are those for the season indicated in the price list within which the rental period booked falls. A one-off lump-sum service charge will be made for each rental. The amount of this is also indicated in the version of the Rental Company's price list current at the time the contract is concluded.

3.2 The relevant hire charge includes unlimited mileage, insurance cover modelled on German „Kasko“ insurance as described in Section 12 and the vehicle manufacturer's mobility guarantee.

3.3 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 motorhome at the rental station and end when the rental station employee takes it back.

3.4 If the vehicle is returned after the time agreed in writing, the Rental Company will charge € 26.00 per hour completed or commenced (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.

3.5 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.

3.6 The motorhome will be supplied with a full tank and must be returned in the same condition. Otherwise, the Rental Company will charge € 2.00 gross per litre of diesel. Fuel and running costs during the rental period must be borne by the Hirer.

3.7 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.

4.2 Within ten days after the issue of a written confirmation of reservation by the Rental Company, a deposit of €200.00 must be paid. Only then will the reservation become binding on both parties. If the Hirer exceeds this deadline, the Rental Company will cease to be bound by the reservation. If the renter cancels the binding reservation, the following cancellations charge becomes due:

- up to 50 days before pick up day: 10% of the rent
- from the 49th day up to the 15th day before pick up day: 50% of the rent
- from the 14th day on: 80% of the rent
- on the day of rental or if the vehicle is not taken over: 95%

4.3 Changes may be made to a reservation confirmed to the Hirer from the date of reservation until at least three 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. Later changes are not permitted.

McRent recommends a travel cancellation expenses insurance.

5. Terms of payment, security deposit

5.1 The predicted hire charge, calculated on the basis of the booking details, must be received at least 14 days before the commencement of the hire in an account of the Rental Company to be notified to the Hirer, free of any charges.

5.2 The security deposit of € 1,000.00 must either be received together with the hire charge in the Rental Company's account 14 days before the commencement of the hire or be deposited with the Rental Company, free of any charges, at the latest when the vehicle is collected.

5.3 In the case of short-notice bookings (less than 14 days before hire commencement) both the security deposit and the hire charge will be due immediately.

5.4 The Rental Company will reimburse the security deposit after the final rental account has been settled, as long as the vehicle is returned as required. Any charges incurred in addition to the hire charge paid in advance by the Hirer will be deducted from the security deposit when the vehicle is returned.

5.5 If the Hirer defaults on payment, interest will be charged in accordance with the statutory regulations in force.

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 centre. 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 record to be prepared and signed by the Rental Company and the Hirer.

6.3 Vehicles can be collected from Monday to Friday between 2 PM and 6 PM. They may be returned from Monday to Friday between 8 AM and 12 noon. 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 Vehicles are clean when they handed over and must be clean when they are returned. If the cleaning of the interior and/or emptying of the toilet cartridge has only been carried out partially or not at all when the vehicle is returned, a cleaning charge will be levied. If the vehicle has not been cleaned when it is returned or if more cleaning is necessary, a cleaning charge of up to €105,- Euros will be levied. If the toilet cartridge has not or only partially been emptied on return by the renter, a cleaning charge of €150,- will be levied.

7. Prohibited use, duty of care

7.1 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.

7.2 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 and water levels and tyre pressure, must be monitored. The Hirer undertakes to check regularly to make sure that the vehicle is in a roadworthy condition.

7.3 All vehicles are non-smoking vehicles. The transport of pets is only permitted with the express consent of the Rental Company. Cleaning expenses, which result from non-observance, have to be paid by the hirer.

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 also the Rental Company via the Service Hotline +49 (0)89 / 46 33 01 80 or 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.

8.3 The accident report must in particular include the names and addresses of anyone involved and any witnesses, together with the licence numbers of all vehicles involved.

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.

10. Defects in the motorhome

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 motorhome 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 within a maximum of four weeks after returning the vehicle. Any claims to compensation on the basis of defects reported later are hereby excluded.

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 € 150.00 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 tyre 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 motorhome 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 motorhome 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.

12. Hirer's liability, insurance

12.1 In accordance with the general principles applicable to German voluntary vehicle insurance not including compulsory third-party liability cover [German: Kasko] the Rental Company will indemnify the Hirer against any loss/damage covered by voluntary partial [German: Teilkasko*] insurance, subject to an excess/deductible payable by the Hirer of € 300.00 per claim, and against loss/damage covered by voluntary comprehensive [German: Vollkasko] insurance subject to an excess/deductible payable by the Hirer of € 1,000.00 per claim. The respective excesses/deductibles cannot be excluded.

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 unauthorised 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
- if loss/damage is due to a failure to comply with load regulations
- 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 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.
- 12.6 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 by Subsection 13.1, but only limited in size, will expire by limitation one year after the commencement of awareness or grossly negligent unawareness of the circumstances giving rise to the claim and the identity of the person liable. With the exception of claims for damages based on injury to life, limb or health or infringements of liberty and claims under the German Product Liability Act, claims to damages will expire by limitation five years after they arise, regardless of awareness or grossly negligent unawareness.

14. Legal venue

For all disputes arising out of or in connection with the hire contract for the motorhome, it is hereby agreed that if the Hirer has no general legal venue in Germany or if the Hirer against whom legal action is to be brought to enforce a claim transfers his place of residence or usual abode abroad after the conclusion of the contract or if his place of residence or usual abode is not known at the time when action is brought or if the Hirer is a merchant [Kaufmann] as defined by German law or a person defined as equivalent by § 38 Para. 1 German Code of Civil Procedure [ZPO], the legal venue will be that of the rental station concerned.

Valid from July 13th 2005