

## General Rental Conditions

When you enter into a rental agreement with us, it means you agree to the General Rental Conditions. It is important that you read these conditions carefully before making a booking.

### Information

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### Concept description

In these general rental conditions the following terms apply:

- vehicle: the vehicle which is the subject of the rental agreement;
- tenant/renter: *the person who has concluded the rental agreement with the company, legal entity or partnership, to rent the lessors property;*
- lessor: *the person, legal entity, or partnership that enters into the tenancy agreement to lease property to another;*
- damage suffered by the lessor: the financial loss that the lessor suffers directly or indirectly as a result of:
  - damage (including the condition of the vehicle or parts thereof that does not correspond to usual wear and tear) or loss of the vehicle or accessories/parts, or of another property of the lessor. This damage includes, among other things, the costs of replacing the vehicle, the loss of rental income and the costs of tracing if the vehicle is missing;
  - damage caused to person or property by or by the vehicle, for which the lessor, the license plate holder or the liability insurer of the vehicle is liable;
- driver: the actual driver of the vehicle;
- deregistration: form of returning the vehicle to a location other than that of the lessor, whereby the lessee indicates where and when the vehicle can be collected by the lessor.

### Article 1 – Applicability

These General Rental Terms and Conditions apply to all agreements for the rental and hire of vehicles, including any accessories, agreed on between the lessor and lessee. Your own general (rental) terms and conditions do not apply. In the event of conflict between the various documents, the following order of precedence shall apply: (i) Rental Agreement (ii) General Rental Terms and Conditions.

### Article 2 – The offer

1. The lessor shall make an offer in writing or orally at the preference of the tenant. The offer is irrevocable for 14 days, except in the event of insufficient availability.
2. The offer shall contain a complete and accurate description of the rental period, the rental sum and any additional cost elements. It shall also state the amount of the excess, the possible surrender option of the excess and any deposit or other means of security.
3. The offer states the method of payment and the method of security.

### Article 3 – Determination of the rental price and the duration of the rental

1. The rental agreement is established by acceptance of the offer. A verbal agreement must be confirmed in writing by the lessor.

2. If a price change occurs within three months after the conclusion of the agreement, these have no influence on the agreed price. The consumer is entitled to dissolve the agreement if the price is increased after three months after the conclusion of the agreement, but before the rental period has started, unless the agreement stipulates that the rental period will start later than three months after the agreement.
3. The second paragraph does not apply to price changes arising from the law such as those regarding VAT.
4. The lease agreement is entered for the period and the rate as stated on the rental agreement or otherwise agreed in writing. If no end date is stated on the rental agreement, the vehicle is deemed to have been rented for a period of 30 days. After the expiry of this period, the rental period will be extended by 30 days, unless the renter has returned the vehicle to the lessor.
5. The renter is only allowed to return the vehicle at a time outside the opening hours of the rental company after permission has been granted by the lessor. In that case, the tenant remains liable for all damage incurred until the time when the lessor actually has received and inspected the vehicle.
6. Determination of the number of kilometres driven shall be based on the odometer. If the odometer fails, this must be reported to the rental company immediately. The number of kilometres driven after the occurrence of an odometer defect shall be established in the most reasonable manner.

#### **Article 4 – Extension of the rental period**

1. The renter is obliged to return the vehicle to the address stated in the rental agreement at the latest on the day and at the time stated in the rental agreement, unless an extension of the rental period has been agreed beforehand.
2. The vehicle may only be returned with the consent of the lessor other than the agreed time and/or be made available at another location.
3. Agreements about returning the vehicle earlier within the agreed rental period are without obligation.

#### **Article 5 – Costs related to the use of the vehicle**

1. Additional costs: roadworthiness costs, collection and delivery costs, refueling costs and contract costs can be charged, as well as cleaning costs and costs for removing raw materials for and waste of narcotics (or these substances themselves) from the vehicle and for disposing of these substances or to be destroyed plus administration costs of €25(incl. VAT).
2. Costs associated with the use of the vehicle: during the rental period, the costs related to the use of the vehicle, such as tolls, kilometer charges, costs for a Eurovignette/environmental sticker, costs of decisions resulting from violation, for the account of the renter plus administration costs of €15 (incl. VAT).
3. The tenant is entitled to 200 free kilometers per rented day. Additional kilometers driven are €0.21 per kilometer. These costs will be charged at the end of the rental period brought and (possibly)deducted from the withheld deposit.

#### **Article 6 – Exceeding the rental period**

1. If the vehicle is not returned at the end of any extended rental agreement in the agreed manner, the rental agency shall be entitled to repossess the vehicle immediately. The renter's obligations under this agreement shall remain in force until the moment the vehicle is back in the possession of the rental agency.
2. If the renter fails to return the vehicle in time, the rental agency shall be entitled to charge the renter 20% of the daily rental price for each hour by which the rental period is exceeded. If the rental period is exceeded by 5 hours, up to 1½ times the daily rental price may be charged per day, without prejudice to the renter's obligation to compensate the rental agency for any damages incurred and to be incurred.

## Article 7 – Cancellation

Cancellation is only possible by e-mail. You can cancel free of charge up to 60 days before departure. If you cancel before 30 days before departure, you will receive a refund of 50% of the total rent.

If you cancel less than 30 days before departure, you will receive a refund of 10% of the total rent.

## Article 8 – Payment

1. The standard deductible for our vans is €1000 per claim.
2. The deductible for the interior is €500 per claim.
3. The renter pays a deposit of €1000 per rented vehicle.
4. The deposit shall be returned after settlement of the outstanding costs as soon as the vehicle is returned, unless there is damage on the part of the rental company. In the event of damage by the rental company, the deposit shall be returned insofar as it exceeds the amount for which the renter is liable. This return shall take place as soon as it is clear that there has been such an excess. If there is only damage to the vehicle, the return shall in any event take place within 2 months; if there is (also) damage to third parties, within 9 months.
5. The lessor shall be entitled at any time, both at the start of the lease and at any renewal, to require payment security or an order for payment by credit card from the lessee. Such authorisation shall be irrevocable.
6. Upon commencement of booking, the lessee must make a down payment of 50% of the rental sum, unless otherwise agreed. The remaining amount, including any deposit, must be received by the lessor no later than 60 days before the first booking day. If the lessee does not pay on time, he will be legally in default without notice of default being required. From the date of default, the lessee shall owe statutory interest on the outstanding amount, increased by 2% on an annual basis, whereby part of a month shall count as a month.
7. If the hirer remains in default of paying the amount due even after a demand for payment has been made, he shall also be obliged to pay collection costs. Collection costs are understood to be all costs incurred by the lessor in and out of court for the collection of the amount due. The amount of these costs is subject to (legal) limits. These may be deviated from in favour of the consumer.

## Article 9 – Use of the vehicle

1. Hirer shall handle the vehicle with care and ensure that the vehicle is used in accordance with its purpose.
2. From the moment you receive the vehicle, you are responsible for the vehicle and its use.
3. The renter is obliged to return the vehicle to the rental company in its original condition. The renter shall be obliged to undo any changes and additions made by him or on his behalf; the renter shall not be entitled to any compensation in this respect.
4. The renter shall be obliged to adequately secure the vehicle's load.
5. There is a maximum of 2 drivers per van per rental period.
6. The hirer must ensure that all drivers have the competence and the physical and mental condition required to drive the vehicle in all countries he visits.
7. The renter is not allowed to rent out the vehicle again or give it in use to another party without the written consent of the rental agency.
8. The renter shall not be allowed to bind the rental agency in respect of third parties, or create the appearance of doing so.
9. If the renter loses control of the vehicle, he must immediately notify the rental agency.

10. The renter is not allowed to take hitchhikers or animals in the vehicle, to use the vehicle for driving lessons or to hold competitions, speed, ability or reliability tests with the vehicle. Any damage shall be entirely the responsibility of the renter.
11. During the time that the renter has the vehicle at his disposal, the costs related to the use of the vehicle, for example but not exclusively, motor fuel, storage, washing and tyre-window repair, are at the expense of the renter.
12. The lessee is obliged to return the car clean. If this obligation is not met, cleaning costs may be charged, with a minimum of €25 (incl. VAT).
13. The hirer is obliged to return the vehicle fully refuelled and to show the lessor the receipt for the last refuelling. In the event of non-compliance with this obligation, the tank costs plus an administration fee of €25 (incl. VAT) shall be charged. Fuel is not included in the rental price.
14. The renter must fit aids such as snow chains and brake hoses correctly. Any damage is the responsibility of the renter.
15. The renter must fill up with fuel suitable for the vehicle. Any damage caused by the use of unsuitable fuel is the responsibility of the renter.
16. In the event of damage or defects to the vehicle, the renter is not allowed to use the vehicle if this could lead to aggravation of the damage or defects, or to a reduction in road safety.
17. In the event of any event from which damage may arise, the renter shall be obliged:
  - Notify lessor immediately by telephone;
  - Follow the lessor's instructions;
  - In case of a traffic accident: notify the police at the scene;
  - To provide all requested and unrequested information and all documents relating to the event to the lessor or its insurer or to third parties called in;
  - In case of a damage event, a damage or collision form must always be completed in full and handed in when returning the vehicle. Failure to report and or submit a fully completed damage or collision form will result in the total repair cost of the damage being charged;
  - Refrain from admission of fault in any form;
  - Not to leave the vehicle without having properly protected it against the risk of damage or loss;
  - To provide the lessor and persons appointed by the lessor with all requested cooperation in order to obtain compensation from third parties or to defend against third-party claims;
  - In case of theft or misappropriation of the rented vehicle, the car keys must be returned within the agreed rental period. In case of failure to return, you as hirer shall be liable for the current market value of the hired object.
18. The hirer is obliged to impose the obligations and prohibitions of this article on the driver, passengers and other users of the vehicle and to ensure compliance with them.

## **Article 10 – Liability of the tenant for damage**

1. In the event of damage suffered by the lessor, the tenant is liable per claim up to the deductible stated on the rental contract. The standard deductible for our vans is €1000 per claim. A (part of) the deductible will be charged for each non-recoverable damage.
2. The deductible for extra options is €500 per claim.
3. However, if the damage is caused as a result of acts or omissions in contravention of section 9, the hirer shall be fully liable for damage incurred by the lessor, unless he proves that such acts are not attributable to him or full compensation would be unacceptable by the standards of reasonableness and fairness.
4. In the event of damage to the vehicle, the costs of repatriating the vehicle shall be borne by the rental agency, unless the third paragraph of this article applies.

5. If, with the permission of the rental agency, the vehicle is returned outside the rental agency's opening hours and/or is made available for collection by the rental agency at a location agreed upon, other than the business premises of the rental agency, the renter shall, in accordance with paragraphs 1 or 2, remain liable for the rental agency's damages until the time when the rental agency has actually inspected the vehicle, or had it inspected. In the situations mentioned here, the lessor shall inspect the vehicle at the first opportunity and shall inform the lessee if damage has been found. For damage suffered by the lessor consisting of financial loss as a result of damage inflicted with or by the vehicle to persons or property, for which the lessor, the license plate holder.

6. The provisions of paragraph 3 of this article shall only apply to rental agency damage consisting of pecuniary loss as a result of harm caused to persons or property with or by the vehicle, for which the rental agency, the holder of the vehicle registration certificate or the liability insurer of the vehicle is liable vis-à-vis third parties, if there is no cover under the terms of the WAM insurance contract.

7. If no damage description of the vehicle and/or rented extra option has been drawn up between the parties, the renter shall be deemed to have received the vehicle and/or rented extra option in undamaged condition.

8. The renter shall be liable for all damage, including windscreen and tyre damage, caused as a result of any event during the rental period or otherwise related to the rental of the vehicle and/or rented additional option, subject to the following.

9. The renter is responsible for regularly checking the technical condition of the vehicle, including oil & coolant levels, tyre pressure, wheel changes as a result of a flat tyre and charging a flat battery.

10. The renter is liable for acts and omissions of the driver, passengers and other users of the vehicle, even if these did not have the consent of the renter.

11. If an excess has been agreed in the rental agreement, the renter's liability for damage per claim shall be limited to the amount of the excess, unless:

- The damage occurred during or as a result of acts or omissions contrary to Article 9;
- The damage occurred as a result of use of the vehicle on unpaved terrain, or use of the vehicle on terrain the vehicle is obviously not suited for, or of which the renter or driver has been informed that entry is at his own risk;
- The damage was caused with the consent of, or by intent or gross negligence on the part of the renter;
- The vehicle was hired out to a third party, even if the rental agency agreed to this;
- The damage is the result of any injury caused by or with the vehicle to third parties, and the third-party liability insurance policy violates any provision of the policy terms and conditions;
- The damage is caused by loss of the vehicle and/or the car keys belonging to the vehicle or the controls (e.g. but not limited to the vehicle registration certificate and the border documents) have not all been returned to the rental agency;
- The damage results from the realisation of the danger associated with the transport, storage, loading and unloading of dangerous, explosive, inflammable, oxidising or toxic substances.

12. If a payment is made to the lessor or to a third party under an insurance policy taken out by the lessor, whether or not mandatory, against the risk of hull damage or against the risk of third-party liability, this shall not affect the lessee's liability.

13. If the damage is the result of any disadvantage caused with or by the vehicle, the extent thereof shall be determined in advance at the amount of the compensation provided to the directly injured party, possibly increased by other damages incurred by the rental company.

14. Damage resulting from the impossibility to hire out the vehicle during the period of repair or replacement shall be fixed in advance at the number of days involved in repair.

## Article 11 - Vehicle repairs

1. The tenant shall be obliged to pay the costs of minor repairs, unless they have become necessary due to the landlord's failure to fulfil his obligation to remedy defects.
2. Repairs should be carried out in one of the garages designated by the lessor. If that is not reasonably possible, the work must be carried out by a garage belonging to the dealer network of the importer of the brand in question. Before presenting the vehicle for repairs, the renter must obtain the permission of the rental company.
3. At the lessor's first request, the hirer shall submit the vehicle for periodic inspection or testing.

## Article 12 – Defects in the vehicle and lessor's liability

1. As between the parties, a defect in the vehicle not related to negligent maintenance shall not count as a defect.
2. The rental agency shall only be obliged to remedy defects if it knew or should have known of them when concluding the rental agreement, if it is reasonably possible to do so and if this does not require expenditure on the part of the rental agency in the given circumstances.
3. In the event of defects, the Tenant shall only be entitled to a reduction of the rental if the Landlord was or should have been aware of the defects when he entered into the rental agreement and the defect justifies the reduction of the rental.
4. The landlord shall only be liable for damage as a result of defects if he knew or should have known of the defects when entering into the tenancy agreement.
5. If the rental agreement is terminated, or partially terminated, due to failure to deliver the vehicle or to deliver it on time, due to a defect in the vehicle, force majeure or circumstances beyond the rental agency's control, as a result of which the vehicle can no longer be used for its intended purpose, the rental agency shall fully or partially refund the rent paid to the renter.

## Article 13 – Assistance

1. The lessor has provided all vehicles with 24/7 roadside assistance. Costs for repair ring and repair shall be borne by the lessor unless damage is caused as a result of acts or omissions in violation of Article 9.
2. When travelling outside the Netherlands, we recommend travel insurance and possession of a credit card.
3. Costs related to the calamity and/or vehicle breakdown but not directly related to the car, such as hotel costs, telephone costs and dinner costs, must be recovered from the renter's own travel insurance.
4. The hirer may have to advance repair costs abroad. These costs, provided they are eligible for reimbursement, can be claimed from the lessor. Claims must be accompanied by the original invoices.

## Article 14 – Sanctions and measures imposed by the government

All sanctions and consequences of measures imposed by the authorities in connection with having the vehicle available or using it shall be for the account of the renter, unless they relate to a defect already present at the start of the rental period. If these sanctions and measures are imposed on the rental agency, the renter shall be obliged to indemnify the rental agency at its first request, whereby the renter shall additionally be liable for the costs of collection in and out of court, subject to a minimum of €121 (including VAT). If the lessor provides information to authorities in connection with any conduct or omission by the lessee, for example but not limited to a traffic violation, the lessee shall be obliged to reimburse the related costs, with an administration fee of €15 (incl. VAT).

## **Article 15 – Seizure of the vehicle**

In the event of administrative, civil or criminal seizure of the vehicle, the renter shall remain obliged to fulfil the obligations of the rental agreement, including payment of the rental price including storage, until the moment the vehicle is once again in the possession of the rental agency free from seizure. The renter shall be obliged to compensate the rental agency for all costs arising from the seizure if the cause of the seizure of the vehicle lies with the renter.

## **Article 16 – Dissolution of the rent**

The rental agency shall be entitled to dissolve the rental agreement without notice of default or judicial intervention and to regain possession of the vehicle, without prejudice to its right to compensation for costs, damages and interest, if it emerges that the renter fails or will fail to fulfil one or more of the obligations under the rental agreement during the rental period, or fails to do so on time or in full, if the renter dies, is placed in receivership he applies for suspension of payment, is declared bankrupt, is declared subject to the Dutch Natural Persons Debt Rescheduling Act, moves his domicile or registered office abroad, the vehicle is seized, or if, during the rental period, the rental agency learns of circumstances of such a nature that, had the rental agency been aware of them, it would not have entered into the rental agreement. The lessee shall cooperate with the lessor in order to regain possession of the vehicle. The lessor shall not be liable for damage resulting from the dissolution of the rental agreement.

## **Article 17 – Liability of the hirer for the conduct or negligence of others**

The renter is liable for the actions of the driver, passengers and other users of the vehicle, even if they did not have the consent of the renter.

## **Article 18 – Processing of personal data of the hirer and the driver**

The personal data stated on the contract will be used by the lessor as responsible within the meaning of the General Data Protection Regulation (GDPR) processed in a personal registration. On the basis of this processing, the lessor can implement article 13 of these terms and conditions, execute the agreement, provide the lessee or driver with optimal service and up-to-date product information and make personalized offers to the lessee or driver. The personal data can also be passed on to bailiffs in the event of refueling without payment. Rental cars can be equipped with track & trace equipment. The renter and driver can request access to and correction of the processed personal data and lodge an objection.

## **Article 19 – Applicable law**

The rental agreement is governed at all times by Dutch law.

## **Article 20 – Internet reservation**

An internet booking via the website is not directly binding. The lessor will have to check whether the desired rental vehicle is available. The rental company will then send a confirmation or cancellation that is binding for the renter no later than the next working day. The rental company also reserves the right not to issue the rented vehicle at any time. If the lessor does not have the desired rental car or van available, the rental fee paid will be refunded immediately.

**VENTJE**