

# General Standard Terms and Conditions



## General terms and conditions of booking of Sunny Cars GmbH

### 1. Sunny Cars GmbH is a commercial agent

Sunny Cars GmbH is a commercial agent of Sunny Cars B.V. with authority to contract. Sunny Cars GmbH is entitled to receive and process booking enquiries from interested customers for Sunny Cars B.V. and to enter into vehicle rental agreements in the name and for the account of Sunny Cars B.V. with customers requesting this.

### 2. Additional motor vehicle liability insurance

2.1. Sunny Cars GmbH has entered into additional motor vehicle liability insurance with an insured sum of EUR 7.5 million per loss with Allianz Versicherungs-AG, which has its registered office at Königinstraße 28, 80802 Munich, and which is represented by AGA International S.A., German branch, Bahnhofstr. 16, 85609 Aschheim. The terms and conditions of insurance applicable in connection with the relevant vehicle rental agreement can be found in the insurance policy valid at the time in question, which the customer can inspect before making their booking (e.g. on the website of Sunny Cars GmbH).

2.2. The premiums for this additional motor vehicle liability insurance are included in the relevant rental price.

2.3. The customer will be sent the policy and the complete provisions of the terms and conditions of insurance together with the voucher that represents the acceptance of the contract offer made by the customer to enter into a rental agreement between the customer and Sunny Cars B.V. .

2.4. The customer is entitled to assert any claims concerning the provision of the additional motor vehicle liability insurance, while taking into consideration the 'Terms and conditions of AGA International S.A., German branch, for ELVIA travel protection (terms and conditions of insurance)', against Allianz Versicherungs-AG also without the approval of Sunny Cars GmbH.

### 3. Collection

Sunny Cars GmbH is entitled to collect the accounts receivable resulting from the relevant rental agreement between Sunny Cars B.V. and the customer.

### 4. Legal relationships between Sunny Cars GmbH and the customer, liability

4.1. In particular, no brokerage or vehicle rental agreement and also no other legal relationship – with the exception of the commitment concerning the provision of additional motor vehicle liability insurance pursuant to section 2 – comes into force between the customer and Sunny Cars GmbH. Legal claims especially in relation to the vehicle rental can thus be asserted by the customer only against the relevant vehicle rental company and/or the vehicle fleet provider on site.

4.2. Apart from that, Sunny Cars GmbH shall be liable for the compensation of damages without limitation only in the event of wilful intent or gross negligence on its part. Sunny Cars GmbH shall be liable for ordinary negligence only, and to an amount limited to the foreseeable damages typical of this type of contract, if it breaches a duty, compliance with which is of particular importance for achieving the aim of the contract (material contractual obligation). In the event that performance is impossible from the outset, Sunny Cars GmbH shall be liable only if it was aware of the impediment to performance or its lack of awareness is based on gross negligence.

4.3. The above limitations or exclusions of liability shall not apply for damages arising from injury to life, limb or health for which Sunny Cars GmbH is responsible.

4.4. If the liability of Sunny Cars GmbH is excluded or limited, this shall also apply to the personal liability of its executive bodies, employees, workers, personnel, representatives and vicarious agents.

4.5. With the exception of claims arising from tort, claims for the

compensation of damages for which the liability is limited pursuant to this section Liability become time-barred after one year.

### 5. Data protection clause

5.1. Sunny Cars GmbH is the controller of the data file within the meaning of data protection legislation. Personal data of the customer will be collected, processed and used by Sunny Cars GmbH for the purposes of forming, executing or terminating the agreement. The data is used for commercial purposes only by way of self-promotion (including recommendation advertising). The data is disclosed to third parties only if this is necessary for the fulfilment of the (sub) rental agreement. Any more extensive use requires statutory authorisation or consent.

5.2. Reference to section 28(4) of the Bundesdatenschutzgesetz (BDSG – German Federal Data Protection Act): The customer can object to the processing or use of their data for advertising purposes or for market or opinion research at any time. Objections are to be sent to: Sunny Cars GmbH, Paul-Gerhardt-Allee 42, 81245 Munich, or by e-mail to info@sunnycars.de.

### 6. Choice of law

The law of the Federal Republic of Germany shall apply exclusively unless mandatory statutory regulations dictate otherwise.

### 7. Other provisions

If a provision of these general terms and conditions of business should be invalid in full or in part, the validity of the remaining provisions shall not be affected. The fully or partially invalid provision shall be replaced – if necessary by a decision of the courts – by a regulation that most closely approximates the intended purpose of the fully or partially invalid provision, taking into due consideration all aspects that have led to the provision becoming invalid.

### Last updated:

version 2.6 - April 2018

## General rental terms and conditions of Sunny Cars B.V.

### 1. Services of Sunny Cars B.V.

Sunny Cars B.V. is one of the leading companies in its segment of the tourism sector and provides travel services worldwide for satisfied customers. In addition to vehicle rental, the services packages of Sunny Cars B.V. include extensive consultation on the selection of the 'right' rental vehicle for the customer, the simplest booking procedure and smooth vehicle collection and return as well as additional services to complete the enjoyable travel experience.

### 2. Vehicle rental agreement between Sunny Cars B.V. and the customer

2.1. Sunny Cars B.V. and the customer enter into a rental agreement for a rental vehicle. By sending their booking data (including desired place of rental, desired category of vehicle and desired rental period), the customer submits a legally binding offer to enter into a rental agreement between themselves and Sunny Cars B.V.. A rental agreement between Sunny Cars B.V. and the customer comes into effect when a voucher is sent to the customer together with the corresponding confirmation of the booking by Sunny Cars GmbH, which here acts as the legal commercial agent of Sunny Cars B.V. with authority to contract.

2.2. When choosing the "No Deposit" service package, the customer's reservation only becomes final if this customer has submitted the specific personal details indicated by Sunny Cars B.V.. Furthermore, the customer must have confirmed his payment obligation arising from his choice for the No Deposit Option to Sunny Cars B.V.. This payment obligation applies, for example, if there is a full or partial withholding of the deposit pursuant to Article 6 of these General Terms and Conditions. If the customer submits incorrect or incomplete personal details and/or

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does not accept the payment obligation to Sunny Cars B.V., the rental agreement between the customer and Sunny Cars B.V. will not be concluded.

### 3. Performance of the vehicle rental agreement and vehicle collection by the customer

3.1. To fulfil its obligation arising from the rental agreement between it and the customer (cf. section 2), Sunny Cars B.V. makes use of a suitable vehicle fleet provider at the destination of the customer. To this end, Sunny Cars B.V. rents a rental vehicle at the destination of the customer from the vehicle fleet provider selected by it by means of its own rental agreement (primary rental agreement). The vehicle rented by Sunny Cars B.V. will be subleased by Sunny Cars B.V. to the customer in question. At the same time as the rental agreement between Sunny Cars B.V. and the vehicle fleet provider at the destination of the customer is entered into, the (sub) rental agreement between Sunny Cars B.V. and the customer is finalised.

3.2. In the conclusion of the primary rental agreement with the vehicle fleet providers at the destination, the customer acts as an agent of Sunny Cars B.V.. For this purpose, the customer receives with the voucher a power of attorney in their name entitling them to enter into the primary rental agreement between Sunny Cars B.V. and the vehicle fleet provider at the destination in the scope of the services specified in the voucher; this includes recognition of the general rental terms and conditions of the vehicle fleet provider. The customer therefore must hand over the voucher issued to them by Sunny Cars B.V. to the vehicle fleet provider at the time they collect the vehicle.

3.3. Should the vehicle offered to the customer by the vehicle fleet provider at the destination not match the booking made by the customer or should the customer be convinced that the vehicle is not in a roadworthy condition, then the customer must make a complaint on this immediately to the vehicle fleet provider and, in parallel, by telephone to Sunny Cars B.V. in order to fulfil their statutory duty to mitigate damage. Signs of usage existing at the time the vehicle is collected as well as damage to the vehicle are to be recorded in a written inspection report in order to exclude the possibility of the customer being blamed for causing them.

### 4. Validity of the general rental terms and conditions of the vehicle fleet provider at the destination

4.1. The customer must carefully read through the general rental terms and conditions of the vehicle fleet provider at the destination. The customer must clarify any questions on these terms and conditions with the vehicle fleet provider on site or with Sunny Cars B.V. before signing.

4.2. By affixing their signature to the (primary) rental agreement between Sunny Cars B.V. and the vehicle fleet provider at the destination, the customer recognises the validity of the general rental terms and conditions of the vehicle fleet provider at the destination as binding also for the (sub) rental agreement entered into between them and Sunny Cars B.V..

4.3. Information from the vehicle fleet provider at the destination, in particular on the collection and return of the vehicle, the security (deposit) to be provided and costs for accessories to be paid for separately on site, can be found in a separate information sheet and will also form an integral part of the (sub) rental agreement.

### 5. Deposit (5.1 and 5.2) and Deposit under the No Deposit Option (5.3, 5.4, 5.5)

5.1. Sunny Cars B.V. and the customer agree that the customer shall furnish security (a deposit) for the hire of the rental vehicle to the customer. For the sake of simplicity, the customer shall pay this deposit directly to the vehicle fleet provider at the destination.

5.2. In general, the deposit must be paid using a valid credit card. In some cases a cash deposit is possible (sometimes in domestic currency). If this is an option, it is stated on the Information Sheet. When concluding the sub-rental or rental contract between the customer and Sunny Cars B.V., Sunny Cars uses an Information Sheet to inform the

customer of the deposit amount required for the rental in his case. Failure to pay the deposit or not (being able to) submit a valid voucher or payment method (in nearly all cases, a valid credit card in the name of the driver for which the customer has the correct PIN code) shall relieve Sunny Cars, Sunny Cars B.V. and the vehicle fleet provider of any and all obligations. As a result, the hirer shall forfeit any claim to a refund of the rental fee by Sunny Cars, Sunny Cars B.V. and the vehicle fleet provider.

5.3. No Deposit Option: normally, the deposit is paid directly to the vehicle fleet provider on site, as described in Article 5.2. However, if the customer chooses the No Deposit Option prior to concluding the rental agreement, then Sunny Cars B.V. will pay the required deposit to the vehicle fleet provider on site, which means the customer will not have to pay the deposit on site when the rental car is handed over.

5.4. If all conditions are met and the No Deposit Option between the customer and Sunny Cars B.V. has been agreed, then, in the event that there is any reason for the vehicle fleet provider on site to withhold part or all of this deposit upon return of the rental car to the vehicle fleet provider, the customer is required to reimburse this full or partial deposit amount to Sunny Cars B.V.. After all, Sunny Cars B.V. paid this deposit amount for the customer. This situation may arise in the event of damages for which the Excess is not eligible for compensation, traffic fines incurred by the customer or, for example, costs incurred due to the failure to meet the agreed fuel regulations (non-exhaustive list). This repayment obligation does not apply if, on the basis of Article 6 of the General Terms and Conditions, the customer can claim compensation of the Excess from Sunny Cars B.V..

5.5. Prior to the payment obligation as described in Article 5.4, Sunny Cars B.V. gives the customer 14 days to present, in writing, the facts and circumstances that led the vehicle fleet provider to fully or partially withhold the deposit and to present a possible defence concerning the imposed payment obligation, including disputing the damage amount.

### 6. Conditions for the refund by Sunny Cars B.V. of the deposit withheld (excess) or (damage) costs charged.

6.1. If the customer is involved in an accident, damage has been caused to the rental car or if the latter is stolen, the vehicle fleet provider on site will normally withhold the deposit paid by the customer for that part (=the excess) of the damage to the rental car not reimbursed by the Collision Damage Waiver (CDW). The customer can make inquiries to his/her travel agent or Sunny Cars B.V. about the amount of the excess and it is also stated in the overview with important information that is sent to the customer together with the voucher under the point, "Information about the amount of the excess regarding the (CDW) and the vehicle-theft insurance (TP)".

6.2. Sunny Cars B.V. reimburses the customer for that part of the deposit or the entire deposit ultimately withheld in the event of damage to glass, roof, tyres, base plate, crankcase and clutch, damage to or loss of the keys and vehicle documents, damage to the (built-in) radio and/or navigation equipment, towing costs and vandalism, unless there is intent, recklessness, gross negligence or negligence and/or one or more of the exclusions as stated in Article 6.3. Consequential costs, such as hotel, telephone or taxi costs, costs of renting a replacement vehicle and damage or loss of personal possessions only qualify for complete or partial reimbursement if the failure in the execution of the agreement is attributable to Sunny Cars, under the ANVR (Algemene Nederlandse Vereniging van Reisonderningen [Dutch Association of Travel Agents and Tour Operators]) Consumer Terms & Conditions.

In order to qualify for a refund of the deposit, the customer must also observe the following terms and conditions:

a) In the event of an accident, theft of or other damage to the rental car, the customer will immediately inform the office of the vehicle fleet provider on site via the emergency telephone number that is stated in the rental papers, and also, when assistance from Sunny Cars is desired or necessary, Sunny Cars via the emergency telephone number +31 23 5 699 690 (accessible 24/7).

b) If another party is involved in an accident or theft, and/or in serious damage as a result of a one-sided accident or damage, the customer

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must contact the police in order to have an official report drawn up.

c) The customer, another party in the accident or a witness must produce a damage report (preferably with photos). This damage report must be signed by the vehicle fleet provider on site.

d) Immediately upon returning home, or earlier as required, the customer will inform Sunny Cars B.V. (further) via the online damage form and submit all of the important relevant documents, including the police report, a signed damage report, a copy of the rental contract and proof that the deposit had been withheld by the vehicle fleet provider on site, or was paid in cash or via credit card.

e) The customer must report if a penalty has been issued and/or an official report has been made against him/her in connection with committing an offence (crime or violation) that is related to the damage.

f) The customer must provide Sunny Cars B.V. with his/her bank details in order to repay the amount.

g) When amounts initially withheld by the vehicle fleet provider are completely or partially refunded to the customer, before or after Sunny Cars B.V. has reimbursed the withheld amount to the customer, the customer is obliged to repay to Sunny Cars B.V. the relevant amount of his/her own accord, quoting his/her reservation number, to account number:

IBAN: NL73ABNA0450117367

BIC: ABNANL2A

in the name of Sunny Cars in Haarlem.

6.3. The refund by Sunny Cars B.V. of the deposit withheld or the damage charged to the customer is excluded in the following cases:

a) Damage caused by driving on roads or terrains that are unnumbered and/or not permitted or suitable for regular road traffic or through road races.

b) Damage caused by driving while under the influence of alcohol and/or other drugs.

c) Damage to the interior and fittings of the car, not as a result of wear and tear or permitted use.

d) Damage caused by an unauthorised driver, i.e. whenever said driver is not listed in the rental contract.

e) As long as a legal procedure is in progress against the customer regarding the damage to the rental vehicle due to committing an offence such as a crime or serious violation or if such a procedure ends with the legal imposition of a penalty or sentence.

f) When there is (serious) violation of the rental terms and conditions of the vehicle fleet provider on site, as a result of which reimbursement of the excess or the damage cannot be reasonably expected of Sunny Cars.

g) When filling the rental vehicle's tank with the incorrect fuel.

When the costs for damage as specified in paragraphs a. through g. are the result of intent, recklessness, (gross) negligence or negligence, there is no right to reimbursement of the withheld part, to the entire amount of the deposit nor to the damage already charged.

## 7. Services included

7.1. The services provided by Sunny Cars B.V. to the customer pursuant to the (sub) rental agreement entered into by these parties include unlimited mileage, vehicle liability insurance in accordance with local regulations, fully comprehensive insurance (CDW), vehicle theft protection (TP), airport charges, airport tax and all local taxes at the time that the booking confirmation is issued.

7.2. In very rare cases, charges and taxes (i.e. airport charges, airport taxes or other taxes) can be subsequently introduced or increased in

the period between the issue of the booking confirmation, i.e. the conclusion of the (sub) rental agreement, and the start of the rental. Sunny Cars B.V. has no influence on these taxes nor is Sunny Cars B.V. able to have predicted them at the time the (sub) rental agreement was concluded with the customer. In these rare cases, Sunny Cars B.V. has the right to demand these subsequently introduced or increased charges or taxes from the customer in addition to the price shown in the (sub) rental agreement. If Sunny Cars B.V. makes use of this right before the start of the rental and requests the payment of such charges or taxes, the customer has the right to declare in writing or electronically (e-mail to [reservierung@sunnycars.de](mailto:reservierung@sunnycars.de) is sufficient) within two weeks of receiving the request for the increased amount from Sunny Cars B.V., however no later than by the start of the rental, that they are cancelling the (sub) rental agreement. The customer is then immediately refunded any payments they have already made on the rental agreement; the customer should therefore without fail indicate their bank account details in any cancellation letter. The customer cannot assert further claims in such a case. The burden of proof that the preconditions for the right to raise the price pursuant to this paragraph are present lies exclusively with Sunny Cars B.V.. If the customer does not promptly exercise their right of cancellation, this is regarded as tacit agreement with the price increase; Sunny Cars B.V. therefore acquires an additional claim to payment against the customer in this case. In the event of any subsequent request for payment, Sunny Cars B.V. will expressly and especially advise the customer of this in writing or electronically.

7.3. Costs, taxes, airport taxes and charges for any agreements for additional services made by the customer with the vehicle fleet provider in addition to the (sub) lease contract at the destination are not included in the price. The customer enters into agreements of this kind exclusively in their own name and independently of the (sub) rental agreement. A power of attorney authorising agreements for additional services to be entered into in the name and for the account of Sunny Cars B.V. is expressly not issued to the customer.

7.4. Under certain circumstances, the excess in fully comprehensive insurance and vehicle theft protection, also in the event of damage to glass, the roof, the tyres and the undercarriage, will be reimbursed by Sunny Cars B.V. in the event of loss or damage up to the amount of the deposit furnished by the customer to the vehicle fleet provider on site (see section 6, Precondition for the reimbursement by Sunny Cars B.V. of the deposit retained in the event of damage or loss).

7.5. Additional drivers are also included in the price at many local vehicle fleet providers with which Sunny Cars B.V. works. Detailed information on this as well as on the destination area in question can be obtained on request from the relevant travel agency or from Sunny Cars B.V.. The details of this are regulated by the (sub) rental agreement.

## 8. Due date of invoice, price calculation, price changes

8.1. The payment term of invoices prepared by Sunny Cars B.V. is, under normal circumstances, 14 days before the agreed rental. If other payment terms are used, this will be displayed on the relevant invoice. All the offered rental prices are stated in euros. The calculation of the actual price depends on the selected rental date.

8.2. Prices are calculated daily and can be changed before concluding the booking at any time and without prior notification, however, not with retroactive effect for rentals or subrentals already in effect.

8.3. All prices are calculated in 24-hour cycles, counting from the handover time of the vehicle. This means that vehicles must be returned at the same time as they are picked up on the pick-up day (usually the handover time of the vehicle, unless agreed otherwise with the local vehicle fleet provider). In the event of a late return, the rates and conditions of the local vehicle fleet provider apply. Sunny Cars B.V. has no influence on this. Any additional costs will be borne by the customer. In the event that the local vehicle fleet provider charges these additional costs to Sunny Cars B.V., Sunny Cars B.V. is entitled to seek reimbursement for these costs from the customer.

8.4. All prices are valid at the time of the customer's enquiry. Changes to prices or to the conditions may be applied to bookings that have not yet been confirmed (upon sending a voucher), which means up until entering into a rental or subrental, at all times and without prior notice.

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In addition, the right to change prices remains reserved pursuant to the provisions set out in section 7.2.

## 9. Rental based on vehicle categories

The vehicle fleet providers at the destinations maintain vehicle fleets with various models of comparable size and with comparable features, which are divided into vehicle categories. In accordance with the regulations in the (sub) rental agreement, the customer therefore has a right to a vehicle from the vehicle category that they have selected or higher, not, however, to a specific vehicle model.

## 10. Contract documents

10.1. Upon entering into the (sub) rental agreement, the customer will be sent a voucher and a leaflet with important information on the collection of the rental vehicle from the vehicle fleet provider at the destination. The rental contract between the customer and Sunny Cars B.V. comes into effect when the customer receives the voucher.

10.2. The voucher also contains a power of attorney issued by Sunny Cars B.V. to the customer that authorises the customer to enter into a (primary) rental agreement for service indicated in the voucher with the vehicle fleet provider at the destination in the name of Sunny Cars B.V..

## 11. Subsequent changes to the rental agreement

11.1. Should the customer wish to have the (sub) rental agreement changed subsequently, e.g. the date of the rental or of the return of the vehicle, the vehicle category, the place where the vehicle is to be collected or returned, then this change must be requested (if necessary through the competent travel agency) from and confirmed by Sunny Cars B.V. or its commercial agent Sunny Cars GmbH. If this confirmation is not issued, then the customer is solely responsible for the consequences that result. Consequences of this kind can be such that the vehicle fleet provider at the destination asserts claims for payment against the customer. Sunny Cars B.V. shall not be liable in these cases for any inconveniences caused to or additional costs incurred by the customer.

11.2. Circumstances that are compromising to the agreed handover of the rental vehicle, such as changes in arrival time at the location where the rental car will be picked up, for example due to changes in departure times, strikes or natural disasters, etc., should be reported immediately to Sunny Cars B.V. and the local vehicle fleet provider. Please note: If vehicle handover cannot occur at the agreed time, the availability of the vehicle cannot be guaranteed. Local vehicle hire agencies normally reserve the right to rent the car in the event of a delayed pick-up. If no notification was given on time, there shall be no right to a refund of the rental price. You have the right to provide the evidence that we, as a result of not collecting the vehicle, have suffered less damage or no damage.

11.3. In the event that the customer returns the vehicle late, the period of the delay is settled at the local tariffs and terms and conditions of the vehicle fleet provider at the destination, on which Sunny Cars B.V. has no influence. The customer must indemnify Sunny Cars B.V. in respect of the vehicle fleet provider at the destination against the resulting amount or compensate this amount to Sunny Cars B.V. if it has paid this in advance.

11.4. No claim for compensation exists in the event that the booked vehicle is returned early, collected later or not used.

11.5. All changes relating to the booking of the vehicle (arrival time, flight number, pick-up method, pick-up location, etc.) should be reported to Sunny Cars B.V. as soon as possible. Insofar as any of these changes are not reported at least 12 hours before the confirmed pick-up time to Sunny Cars B.V., Sunny Cars B.V. cannot guarantee the timely amendment of the reservation, and thus the availability or timely delivery of the rental car. If the customer collects the car later than the agreed pick-up time, if the flight number is not known, or if the stated flight number has changed and this information has not been passed on, then the local vehicle fleet provider shall be entitled to rent the car that was originally reserved to another party one (1) hour after the scheduled pick-up time. It may even be the case that a (suitable) car will no longer be available at that time. In any case, please contact Sunny

Cars B.V. so that we can try to find a solution.

## 12. Cancellation/termination of the (sub) rental agreement / exclusion of termination

12.1. Cancellation / termination of the (sub-)rental contract should be communicated immediately and directly, in writing or by e-mail to reservation@sunnycars.nl, whereby the date and time of receipt of which shall be considered decisive. Other methods of cancellation / termination, for example through the tour guide or the local vehicle hire agency, are not recognised.

12.2. After the day on which the booking is permanently confirmed, a 14-day option period commences. Free cancellation is possible only during this option period. Thereafter, the charge for cancellation up to 5 working days before the commencement of the hire period is € 25; the charge for cancellation from 5 working days to 24 hours prior to the commencement of the hire period is € 50. Within 24 hours before the commencement of the hire period (or in the event of a no-show), the entire hire amount shall be charged and no refunds will be given, regardless of any commitment from (a representative of) the local vehicle hire agency. In the event that the (sub) hire contract commences within the 14-day option period, free cancellation / termination is possible only within 24 hours of Sunny Cars' confirmation of the booking. Otherwise, the costs set out earlier in this article will be payable.

12.3. A cancellation / termination after the transfer of the vehicle is no longer possible; the full hire price remains payable. However, the customer has the right to provide evidence that less, or even no damage has occurred.

12.4. The regulation of section 580a of the Bürgerliches Gesetzbuch (BGB – German Civil Code) shall not apply to the agreement between Sunny Cars B.V. and the customer.

## 13. Protection of the right to cancel

The customer has the option of concluding favourably priced cancellation protection. This covers the charges for cancellation / termination accumulating up to no later than the start of the rental. Cancellation / termination after the vehicle has been collected from the vehicle fleet provider at the destination is no longer possible. The price of the cancellation protection is EUR 1 per rental day with a minimum charge of EUR 7 and a maximum of EUR 21. The cancellation protection must be concluded together with the (sub) rental agreement. Subsequent conclusion is not possible. No reasons must be indicated for the cancellation / termination.

## 14. Booking errors and customer service

14.1. Should any difficulties arise with the vehicle booking, the customer should immediately get in contact with the competent travel agency, Sunny Cars GmbH or Sunny Cars B.V. so that assistance can be provided and the proper processing of the booking can be ensured.

14.2. Should the customer not be able to contact Sunny Cars GmbH or Sunny Cars B.V. outside business hours in the event that the booking is incorrect or a booked vehicle is not available, the customer must keep any damage that may be incurred on account of the incorrect booking as minimal as possible. If the rental of a replacement vehicle should be necessary to this end, Sunny Cars B.V. shall bear the additional costs incurred as a result, however only if a vehicle category is rented that corresponds to the category booked with Sunny Cars B.V.. Sunny Cars GmbH or Sunny Cars B.V. are to be informed of this immediately when business hours resume. They can be contacted 365 days a year at the following times:

Monday to Friday from 09:00 to 20:00, Saturday, Sunday and public holidays from 10:00 to 18:00, Christmas Eve from 09:00 to 14:00, Christmas holidays from 11:00 to 16:00.

14.3. If the customer fails to inform Sunny Cars GmbH or Sunny Cars B.V. of an incorrect booking or similar, they have themselves to bear the resulting damage. The limitation of liability defined in the section Liability shall also apply to incorrect bookings.

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## 15. Requirements concerning the age and driving licence of the customer / driver

15.1. The minimum age of the driver of a rental vehicle is between 21 and 25 in most countries, but it can also be higher than that for higher vehicle classes. In some destination areas, the minimum age can be reduced by the payment of an additional charge. There may also be a maximum age depending on the destination area. The driver must have been in possession of a valid Class 3 or Class B (European standard) driving licence or an equivalent driving licence for no less than 1 year, or 2 years in some countries; the driver must present the original driving licence together with a valid passport or identity card to the vehicle fleet provider on site. Note: driving licences of the former German Democratic Republic are no longer accepted everywhere.

15.2. The customer will be informed of the conditions applicable to their booking when the booking is made, i.e. when the (sub) rental agreement is entered into.

## 16. Special accessories / extras

Roof racks, child seats, snow chains, GPS, etc., can be requested for many locations. The customer has personally to obtain information on the fees, country and, where applicable, airport taxes and charges that they additionally must pay from the competent travel agent, Sunny Cars GmbH or Sunny Cars B.V.. Additional costs of this kind to be borne by the customer are not included in the price lists of Sunny Cars B.V. and will not form an integral contractual part of the (sub) rental agreement between the customer and Sunny Cars B.V. unless the customer has requested this from Sunny Cars GmbH or Sunny Cars B.V. expressly and in good time before the start of the rental and has received relevant confirmation. The safety standard of child seats, especially in southern countries, do not necessarily correspond to the standard usual in Germany. Sunny Cars B.V. therefore recommends that, if possible, the customer takes their own seats for children and babies.

## 17. Fuel policy

The customer must comply with the fuel policy (collection/return) specified by the vehicle fleet provider at the destination; this policy will also be described in the rental agreement of the vehicle fleet provider at the destination.

## 18. Liability

18.1. Sunny Cars B.V. accept no liability for reasons due to the person as customer, as a result of which the transfer of the reserved vehicle cannot occur and for which Sunny Cars B.V. cannot reasonably take any responsibility. Examples of these reasons are: the presentation of an expired driving licence or the inability to produce a valid driving licence; the presentation of a driving licence that does not meet the (local) requirements, failure to satisfy the minimum and maximum age requirements, failure to satisfy the obligation to use credit cards in some areas (see paragraph "Security Deposit").

18.2. Liability by Sunny Cars B.V. for the loss of (personal) items that is caused by theft from the rental car is excluded.

18.3. Sunny Cars B.V. is liable for compensation in accordance with the ANVR (Algemene Nederlandse Vereniging van Reisondernemen [Dutch Association of Travel Agents and Tour Operators]) Consumer Terms & Conditions. In the event of a reasonably foreseeable impossibility to complete the intended transaction, Sunny Cars B.V. is only liable if there was avoidable ignorance or gross negligence or negligence.

18.4. Insofar as the liability of Sunny Cars B.V. is excluded or limited, this shall also apply to the personal liability of its business units, officers, employees, staff, representatives and agents.

18.5. With the exception of claims from wrongful acts, insurance claims based on this "Liability" paragraph are limited to one year.

## 19. Claims against Sunny Cars B.V.

Legal claims that might accrue to the customer against Sunny Cars B.V.

on account of or in connection with the booking of a vehicle are subject exclusively to the law of the Federal Republic of Germany unless mandatory statutory regulations dictate otherwise.

## 20. Data protection clause

20.1. Sunny Cars B.V. is the controller of the data file within the meaning of data protection legislation. Personal data of the customer will be collected, processed and used by Sunny Cars B.V. for the purposes of forming, executing or terminating the agreement. The data is used for advertising purposes only by way of self-promotion (including recommendation advertising). The data is disclosed to third parties only if this is necessary for the fulfilment of the (sub) rental agreement. Any more extensive use requires statutory authorisation or consent.

20.2. Reference to section 28(4) of the Bundesdatenschutzgesetz (BDSG – German Federal Data Protection Act): The customer can object to the processing or use of their data for advertising purposes or for market or opinion research at any time. Objections are to be sent to: Sunny Cars GmbH, Paul-Gerhardt-Allee 42, 81245 Munich, or by e-mail to [info@sunnycars.de](mailto:info@sunnycars.de).

## 21. Other provisions / form

21.1. If a provision of these general terms and conditions of business should be invalid in full or in part, the validity of the remaining provisions shall not be affected.

21.2. The fully or partially invalid provision shall be replaced – if necessary by a decision of the courts – by a regulation that most closely approximates the intended purpose of the fully or partially invalid provision, taking into due consideration all aspects that have led to the provision becoming invalid.

21.3. There are no oral side agreements to this rental agreement. Amendment or supplements to this rental agreement must be made in written or electronic form. Any change to, annulment of or supplement to this clause must be made in writing.

## Last updated:

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