



## **Rental conditions**

ATTENTION: This is a translation of originally german rental conditions. We would like to inform you that the german conditions apply in any case of doubt.

### **1. General information**

Classictours rents out the vehicle described in the hiring contract according to the following conditions as well as the conditions described in the contract. The rentee cited in the contract acknowledges these conditions with his signature on the contract. Statutory basis of the hiring process are the provided information by the contract and the following conditions. Possible additional agreements must be drawn up in writing. The rentee agrees that in order to process this contract properly his data may be processed electronically. The subscriber (rentee, driver) of the hiring contract is personally liable as joint debtor for this contract.

### **2. Delivery and restitution of the hired vehicle**

The rentee has to control the vehicle at both the moment of acceptance and restitution particularly with regard to its flawless condition and the integrity of its equipment. Assessed deficiencies or complaints have to be written down in a completion certificate prepared by the renter that has to be signed by both renter and rentee. The completion certificate is officially stated by renter and rentee through their signature.

The rentee has the obligation to place a deposit, based on the pricelist of the hired vehicle, at Classictours before the hired care can be handed over to him.

Withdrawal has to be communicated in written form to the renter. The withdrawal fee till three days prior the hiring day is € 50,00. An additional processing fee of € 50,00 in addition to the rental fee will be charged if the rentee fails to collect the vehicle on the determined hiring day.

The rentee declares to have obtained the vehicle in proper, reliable and roadworthy conditions, without any flaws. The rentee verifies the receipt of the following additional equipment:

vehicle registration, first aid kit, breakdown triangle, reflective vest, tool kit, damage protocol and undamaged speedometer seal.

All damages easily recognisable damages at acceptance have to be communicated regardless to any warranty terms to the renter shortly after the restitution. The rentee has to pay for all the damages (especially resulting from evidence-searching and upclearing actions) caused by a potential failure of this reporting obligation.

The rentee is committed to go easy on the rented vehicle and the additional equipment. Both have to be returned undamaged at the agreed upon place and time in the contract. The renter reserves the right to withdraw the vehicle at any time of the hiring period from the rentee, if it is used culpably and deliberately in any other meanings as described in the contract.

In case of late restitution of the vehicle, the overdrawn time (at least one day) is going to be brought to account by the renter. A prolongation can not be booked telephonically. If the car has not been returned to Classictours within 12 hours of the stipulated deadline the case will be reported to the police.

The rentee is obliged to return the hired vehicle clean and tidy. This means:

- Without any visible traces of dirt on the exterior
- Possible garbage has to be removed from seats, foot well, doors and car boot.
- Fittings and windows have to be clean.

The rentee can be cleared from this obligation by paying a cleaning fee of € 15,00 at the moment of booking.

In case the car is returned dirty, without any paid cleaning fee, a fee of € 15,00 for the cleaning of the vehicle will be charged.

Classictours provides an invoice for every added expense such as overmuch kilometre billing, cleaning- or fuel fees, etc.

The rental fee has to be paid in advance.

### **3. Driving permission**

The hired vehicle can be driven by the rentee or by any other person, who has his and Classictours' permission. Classictours gives driving permission to third parties cited in the hiring contract with their full name and driving license number.

The driver/s have to meet the conditions of Classictours concerning their age, the time of their driving licence possession and the type of their driving license (see also "hiring information").

#### **4. Use of the vehicle**

The hired vehicle may only be used in public road traffic. The rentee is obliged to drive the vehicle carefully and stick to the legal provisions. The vehicle may **not** be used for:

- There is a smoking ban in the hired vehicles
- The vehicle cannot be sublet without authorization or used commercially
- For transport of people or goods in return for payment
- For car racing, competitions, test drives or other events connected to motorsports
- For transport of animals or goods that can result in damage or dirtying of the vehicle
- For transport of dangerous substances
- The vehicle cannot be driven by a person under the influence of alcohol or other drugs
- To tow away other vehicles or goods
- For the violation of traffic or other regulations
- For trips abroad, unless the renter has expressed his permission in the hiring contract.

In case of written permission for abroad trips the rentee carries the responsibility for the strict observance of the current tariff, import and other regulations. Due to missing insurance coverage for this case, he is liable for damages of the vehicle or its loss.

Expenses for fuel have to be carried by the rentee.

The rentee may not alter or repair the vehicle without written permission of Classictours.

Doors, windows and steering lock have to be closed in case of disuse of the vehicle.

In case of failure of the milometer will be charged 600 km if no corresponding communication with Classictours has taken place.

#### **5. Parking of the vehicle**

The rentee has to close and hedge the vehicle as long as it is not being used. He has to check if the steering lock is active and if the handbrake is applied. Leaving the car the rentee has to take the keys and the car documents with him and store them inaccessibly for third parties. The rentee responds, if the car is not used according to the terms of the hiring contract, without value limit (even if a diminution of responsibility was purchased) especially in case of theft, loss, or damage of the vehicle or its parts.

## **6. Duties of the rentee in case of damage or breakdown**

The rentee has to act respectively the legal and general regulations of the vehicle insurance and the regulations of this contract in case of an accident.

In this case the rentee is obliged to:

- Stop immediately
- Provides all the measures to avoid further personal or material damage
- Write down the facts of the accident or the breakdown: names and addresses of all the people involved (including eye witnesses), vehicle registration numbers and insurance companies of all the vehicles involved. The rentee has to provide a detailed and truthful description of the accident including a sketch of the accident (in form of an accident report) for the renter.
- Not express any guilt or responsibility declarations
- Contact as soon as possible the next police station and force an official protocol of the accident by the police. This is also compulsory if no personal damage has occurred.
- In case of accidents with unknown third parties the rentee has to file a charge at the next police station
- Contact ClassicTours immediately by telephone, fax or if both of this is not possible in written form and wait for further instructions. The rentee has to support ClassicTours and its insurance company in the further processing and solution of the damage event.

The rentee/the authorized driver are covered by a third party vehicle insurance, that can be consulted at ClassicTours. The renter has to be contacted immediately telephonically or by fax in case of a breakdown.

## **7. Rental fee**

The rentee is obliged to pay the following fees for the use of the hired vehicle to ClassicTours:

- Rental fees, which are cited in the valid price lists, respectively the rental fees that are cited in the hiring contract.
- If a kilometres fee has been arranged, that will be charged additionally to the rental fee. Basis of the calculation of the kilometres fee are the numbers of the kilometer.
- Charges for amplified responsibility reduction or other additional costs, if cited in the hiring contract.
- Charges for delivery and/or collection of the vehicle if stipulated in the hiring contract. The renter has the right to charge the normal price for the lost time, if the vehicle is not being returned at the agreed upon time or place.
- All taxes.
- Charges, penalties and costs that arise from the violation of traffic regulations.

- The renter is not obliged to provide a replacement vehicle for the remaining hiring period for the rentee, if the rentee or his authorised driver are involved in an accident that is caused completely or partially by them. Furthermore, in this case, the rentee doesn't have the right to claim a reduction of the hiring fee.
- All costs (including the costs for a replacement car, car collection, deterioration of the vehicle, compensation for lost hiring proceeds) caused by repairs or substitution relating to damaging of the car (also in case of fire, breakage of glass, theft or loss of the vehicle) the rentee is responsible for.
- The responsibility of the rentee is limited to a maximum fee specified in the price list or stipulated in the contract, if the vehicle has been used according to the legal and contractual regulations and both parties (renter and rentee) have previously stipulated an amplified liability reduction.
- The liability reduction is not valid in case of non-accidental violations of the legal regulations or the terms of the hiring contract that resulted in damage or prevent refunding by the insurance.
- The accumulated rental fees and the damage settlement are due immediately at the restitution of the vehicle.
- The rentee has to pay potential costs such as refueling or parking costs or the toll for the use of corresponding streets (also the cost of the "Vignette").

## **8. Liability of the rentee**

The rentee is specifically advised that there is no all-risks insurance for the hired vehicle. Hence the rentee is liable for every damage caused by him or the loss of the vehicle or its parts during the hiring period. The costs of the damage are calculated on the costs of repair plus possible deterioration costs or, at the most, on the replacement value minus the residual value. The rentee is liable furthermore for any additional costs such as tow costs, expert fees, lost hiring proceeds and attributable administration costs.

The rentee is liable for the lost hiring proceeds (maximum the full daily fee for every day the car cannot be used by Classictours for hiring), if the rentee is responsible for the damage.

More rentee are liable as codeptors. This is also true for the violation of the restitution obligation of the vehicle by the rentee.

## **9. Limits of liability**

There is no insurance coverage for any damage caused by maloperation of the vehicle (damage of the clutch, damaged caused by refueling with the wrong fuel, etc).

The reduction of liability is not valid if the rentee is violating deliberately or recklessly his duties described at points 4 and 5. This is particularly true, if the rentee offends the immigration law and if he has caused deliberately or recklessly damage without reporting it to the police

## **10. Termination of the contract**

The contract expires after the stipulated hiring period. Classictours is enabled to end the contract without notice, if the rentee uses the vehicle in violation of the contract or doesn't respond to his contractual duties. The notice of cancellation can be communicated verbally, particularly telephonically by Classictours.

## **11. Prescription**

After an accident has been reported by the police, compensation claims of Classictours become due only after a sighting of the investigative protocol by Classictours. The limitation period begins at the latest six month after the restitution of the vehicle.

## **12. Restitution of the vehicle**

The rentee is obliged to return the vehicle to Classictours at the stipulated place after the expiring of the hiring contract. The rentee has to return the vehicle and other rental properties such as navigation systems etc. In the same conditions as he got them. Normal wear marks of the vehicle are excluded from this. The restitution can only happen in the works of Classictour staff.

Classictour reserves the right to take the vehicle back using every possible legal steps, if the vehicle is not being returned at the stipulated time. In this case, the rentee has to pay the standard hiring fee for every started day of the exceeding period. This is also true, if a special tariff has been stipulated.

## **13. Payment commitments of the rentee**

The rentee is obliged to pay the total sum of the singular contract line items at the restitution of the vehicle. The billing of possibly missing fuel plus refueling service charges are included in this calculation. The rentee has to pay all additional charges resulting from rent review, damage events, towing fees, traffic tickets and possibly arising administrative fees.

The rentee is not entitled to charge his counterclaims, that are not approved by Classictours, against the payment claims of Classictours. The rentee has particularly no rights of retention based on such claims.

## **14. Liability of Classictours**

Classictours is only liable in case of intent or acts of gross negligence. Other possible claims caused by any other reasons will not be considered. Classictours is only liable for slight negligence in cases of violation of crucial contractual regulations. Liability is limited to the amount of the stipulated damage fee in such cases. Classictours is not liable if the vehicle has been used for criminal acts.

## **15. Closing provisions**

Possible invalidity of singular paragraphs of this contract do not result in a complete invalidity of the contract: The remaining content of the contract is therefore still legally valid. Place of jurisdiction is implied by law if residence or

usual stay of the rentee are on national territory. In any other case the place of jurisdiction and execution is Bozen (Bolzano) in Italy.

**Signature rentee**

**Signature renter**