

## **McRent Austria - Rental Terms and Conditions for motorhomes**

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

### **1. Scope, contents of contract, jurisdiction**

1.1 The following Standard Terms and Conditions [AGB] of the Rental Company, its partners and licensees (hereinafter referred to as „the Rental Company“) apply exclusively. Terms and conditions of the Hirer, which contradict or deviate from the Standard Terms and Conditions of the Rental Company will not be recognized. The Standard Terms and Conditions of the Rental Company will apply even if the Rental Company hires the Vehicle out to the Hirer without reservation, knowing that terms and conditions of the Hirer contradict or deviate from these Standard Terms and Conditions.

1.2 The sole subject of the contract with the Rental Company is the hiring out of the Vehicle. 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 Austrian law. The statutory provisions relating to travel contracts, do not apply to the contract either directly or accordingly. The Hirer will organize 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 is hereby excluded.

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

### **2. Minimum age, authorized drivers**

2.1 The Hirer and any other driver must be at least 21 years old. For Vehicles above 3,5 tons the minimum age is 25 years. The Hirer and any other drivers must have been in possession of a Class B, Class C or C1 or comparable national driver`s license for at least one year – for Vehicles above 3,5 tons (Premium Group) not less than 3 years – corresponding to the weight of the Vehicle. The delivery of the Vehicle requires the presentation by the Hirer and/ or driver(s) of the driver`s license and the valid identification card/passport at the time of taking possession. If a delay in taking possession occurs due to the nonpresentation of said documents, such delay shall be at the expense of the Hirer. If such documents cannot be presented at neither the agreed time for taking possession, nor within a reasonable grace period thereafter, then the Rental Company shall be entitled to withdraw from the contract. The cancellation provisions set forth in section 4.2 shall apply. The Rental Company or the official authorities of the country may require the presentation of an international driver`s license (for non-EU citizens). 2.2 Please note that some of the Rental Company`s Vehicles have a total weight of more than 3.5 tons and

that to drive these Vehicles an appropriate driver's license is required. Those in possession of a Class B driver's license must consult the Rental Company about the engine size and the technically permissible total weight of the Vehicle rented. If, upon renting, a respective driver's license cannot be presented, the Vehicle shall be regarded as not collected. In such case, there shall apply the respective terms of cancellation (see 4.2).

2.3 The Vehicle may only be driven by the Hirer and 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 respective minimum rental period is shown in the current price list. The document can be found on the website under the following link: [www.mcrent.eu/rental-conditions/](http://www.mcrent.eu/rental-conditions/) . 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 included services can be found in the current price list of the respective country and on the website under the following link: [www.mcrent.eu/about-mcrent/](http://www.mcrent.eu/about-mcrent/)

3.3 The relevant hire charge includes: In generally unlimited mileage; specials could have limited kilometres, extra kilometres will be charge according to the valid price list; insurance cover modelled on German „Kasko“ insurance as described in subsection 12 and the Vehicle manufacturer's mobility guarantee. The bicycle racks are not suitable for E-Bikes.

3.4 The daily rates applicable will be charged for each 24-hour period completed or commenced during the rental period. The rental period will begin when the Hirer takes possession of the Vehicle at the rental station and end when the rental station employee takes it back.

3.5 If the Vehicle is returned after the time agreed in writing, the Rental Company will charge a fee according to the actual valid pricelist (up to a maximum equal to the relevant full day price for each day late). Any costs incurred as a result of a subsequent hirer or any other person making claims against the Rental Company on the grounds that a Vehicle was supplied late must be borne by the Hirer.

3.6 If the Vehicle is returned before the expiry of the agreed rental period, the full contractually agreed hire charge must be paid unless the Vehicle can be hired out to someone else.

3.7 The Vehicle will be supplied with a full tank and must be returned in the same condition

Otherwise, the Rental Company will charge the diesel according to the valid price list. Fuel and running costs during the rental period must be borne by the Hirer.

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

#### **4. Reservations and changes to bookings**

4.1 Reservations are only binding after they have been confirmed by the Rental Company as described and then only for Vehicle groups, not for Vehicle types. This will apply even if a specific Vehicle type is mentioned as an example in the description of the Vehicle group. The Rental Company reserves the right to upgrade the client to an equivalent or superior Vehicle.

4.2 To confirm the booking a deposit of 30% of the rental charge, with a minimum of € 300.00 must be paid. After receiving the payment, a booking confirmation will be sent to the Hirer. Only then will the reservation become binding on both parties. If the Hirer exceeds this deadline written in the offer the Rental Company will cease to be bound by the reservation. Cancellation fees apply as described in the rental contract. The cancellation must be made in writing.

4.3 Changes may be made to a reservation confirmed to the Hirer from the date of reservation until at least sixty days before the agreed commencement of the rental period, as long as the Rental Company has alternative capacity and the alternative booking corresponds in amount to the first. Rebooking is only possible in the same calendar year and at the same station, a change of station is not possible in case of rebooking. Later changes of bookings are not possible. If the booked travel period is shortened/reduced, the above-mentioned cancellation conditions apply to the cancelled nights. Each rental amendment will be charged according to the valid price list. After the conclusion of the contract, the Hirer is not entitled to any changes with regard to the beginning of term of rental.

4.4 It is pointed out that there is no general statutory right of withdrawal from rental contracts. It is further pointed out that according to § 18 Abs. 1 Z. 10 FAGG a 14-day right of withdrawal does not exist either.

#### **5. Terms of payment, security deposit**

5.1 The predicted hire charge, calculated based on the booking details, must be received at least 40 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 € 1,200 must either be received together with the hire charge in the Rental Company's account at the latest when the Vehicle is collected (MasterCard, Visa). A payment of the deposit with Prepaid Credit Cards or cash is not possible. The Hirer has to pay the deposit.

5.3 In the case of short-notice bookings (less than 40 days before hire commencement), the total 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 center. On that occasion, there is drawn up a detailed report (Pick Up) of delivery describing the condition of the Vehicle that is to be signed by both parties. The Rental Company is entitled to refuse to hand over the Vehicle until this introduction has taken place. If the handover is delayed due to the fault of the Hirer, he must bear any costs incurred as a result.

6.2 On returning the Vehicle, the Hirer is under an obligation to carry out a final examination of it together with rental station staff, with a written return report (Drop Off) to be prepared and signed by the Rental Company and the Hirer. Any damage not specified in the report of delivery that is detected upon return of the Vehicle shall be at the Hirer's expense.

6.3 Regular Vehicle handovers take place Monday to Friday in the afternoon, returns take place Monday to Friday in the morning. You can find your booked pick-up time on your booking confirmation. Pick up and Drop Off times as shown in the rental contract are binding. On Saturday's 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. The exact times can be found on the station details pages: [www.mcrent.eu/motorhome-rv-rental/germany/](http://www.mcrent.eu/motorhome-rv-rental/germany/).

6.4 The Vehicles are delivered with a clean interior and are to be returned by the Hirer in the same condition as are received. Should the interior not be in the same clean condition as received, the Hirer will be liable for the cleaning fee.

## **7. Prohibited use, duty of care**

7.1 The Hirer 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 tire 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. This means that you may not smoke in any part of the Vehicle. Pets may only be brought along subject to the Rental Company's explicit approval.

Cleaning expenses caused by noncompliance with regulations must be borne by the Hirer. Any costs, which may be incurred by ventilation or for elimination of contamination with smoke, including lost profits resulting from temporary non-availability of the Vehicle for hire owing to these circumstances, shall also be borne by the Hirer.

7.4 If evidence of violation of the provisions in the aforementioned subsection 7.1, 7.2 and 7.3 can be provided, the Rental Company may terminate the lease without notice.

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

8.1 After an accident, theft or damage by fire or collision with a wild animal, the police must be informed immediately and also the rental station (for Telephone Number see rental contract), at the latest immediately after the working day following the day of the accident/incident. It is not permitted to accept any third-party claims as valid.

8.2 Even in the case of very slight damage, the Hirer must prepare a detailed written report for the Rental Company, including a sketch. If, for whatever reason, the Hirer fails to draw up such report and if, because of that, the insurance company refuses to pay the damage, the Hirer shall be obliged to pay full compensation for the damage.

8.3 The accident report must in particular include the names and addresses of anyone involved and any witnesses, together with the license numbers of all Vehicles involved and has to be over handed filled out and signed by Drop Off latest towards Rental Company.

## **9. Journeys abroad**

Journeys abroad but within Europe are permitted. Journeys to countries outside of Europe are subject to the prior approval of the Rental Company. Journeys to areas affected by war or crisis are prohibited. The applicable entry requirements can be found on our website: [www.mcrent.eu/service/travel-requirements](http://www.mcrent.eu/service/travel-requirements) .

## **10. Defects in the Vehicle**

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

## **11. Repairs, substitute Vehicle**

11.1 Repairs, which are necessary in order to maintain the Vehicle in a good working and roadworthy condition during the rental period, may be ordered by the Hirer up to € 150.00 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 subsection 12 below. This does not apply to tire damage.

11.2 If a defect for which the Rental Company is responsible makes such a repair necessary, and if the Hirer does not rectify the defect on his own initiative, the Hirer must notify the Rental Company of the defect immediately and set a reasonable deadline for its repair. Any circumstances specific to a particular country (e.g. infrastructure) which delay the repair must be taken into account here to avoid disadvantage to the Rental Company.

11.3 If the Vehicle is destroyed without any fault on the part of the Hirer or if it appears likely that its use will be prevented or withdrawn for an unreasonably long time, the Rental Company will be entitled to supply the Hirer with an equivalent substitute Vehicle within a reasonable period. If the Rental Company supplies an equivalent substitute Vehicle, any termination by the Hirer pursuant is excluded. If in such a case the Rental Company offers a Vehicle from a lower price class and this is accepted by the Hirer, the Rental Company will reimburse to the Hirer the difference between this and the price already paid in advance by the Hirer. If no replacement Vehicle can be provided, the Rental Company may cancel the contract free of charge.

11.4 If the Vehicle is destroyed due to the Hirer's fault or if it is foreseeable that its use will be prevented or made impossible for an unreasonably long period due to the Hirer's fault, the Rental Company may refuse to make a replacement Vehicle available. In such a case, termination of the contract by the Hirer is excluded according. If the Rental Company provides a replacement Vehicle, it can charge the Hirer with the transfer costs incurred.

## **12. Hirer's liability, insurance**

12.1 In accordance with the principles of a comprehensive motor insurance, the Rental Company will indemnify the Hirer from liability subject to an excess of € 500 [German: Teilkasko] to be borne by the Hirer in case of damage subject to partial comprehensive motor insurance and to an excess of € 1,200 per damage [German: Kasko] to be borne by the Hirer in case of damage subject to full comprehensive motor insurance per case of damage. The respective deductible cannot be excluded but can be reduced for a fee by means of an additional insurance package ([www.mcrent.eu/travel-insurance/](http://www.mcrent.eu/travel-insurance/) - bookable only for residents of one of the following countries: Germany, Belgium, Denmark, France, Italy, Luxembourg, Netherlands, Austria, Poland, Czech Republic. The country in which the rental station is located is irrelevant. The additional insurance packages can only be booked in German and English language).

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 subsection 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 subsection 8, unless this breach of obligation does not affect either the establishment of the cause of the loss/damage or of its

amount

- \* if loss/damage is due to usage prohibited by subsection 7.1
- \* if loss/damage is due to a breach of an obligation imposed by subsection 7.2
- \* if loss/damage is caused by an unauthorized driver to whom the Hirer has supplied the Vehicle
- \* if loss/damage is due to non-observance of the maximum permissible vehicle dimensions (especially height, width) legally prescribed in accordance with the Road Traffic Regulations (StVO) and the associated road traffic signs
- \* if loss/damage is due to a failure to comply with load regulations
- \* if damage is caused by the use of the wrong fuel (Incorrect refuelling), if water or oil is not refilled and warning indicators in the Vehicle have been disregarded; the insurance does not cover the damages. This also counts for interior damages and incorrect operation of for instance awning, water and fuel tank.

12.4 To avoid increasing costs due to expenses incurred to establish the amount of the damage suffered, the Rental Company will in the event of accident damage initially supply the Hirer on request with sample invoices for the type of case concerned.

12.5 Personal property of the Hirer, which is damaged - or lost - as a result of an accident or theft is not insured.

12.6 The Hirer is liable for all fees, charges, fines, administrative penalties and other 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. The Rental Company reserves the right to deduct the fees, charges, fines, administrative penalties and other penalties from the clients' credit card. Additional handling charges are subject to the displayed pricing lists at the rental stations.

12.7 More than one Hirer will be generally and severally liable.

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

13.1 The rental Vehicle is insured by a third party liability insurance with at least the legal amount of coverage (depending on the country).

13.2 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.

13.3 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.

13.4 Claims not excluded but only limited in scope under subsection 13.1 shall become statutebarred after three years from the date on which the claim arose and the injured party became aware of the circumstances giving rise to the claim and of the person who caused the

damage or should have become aware of the same without gross negligence. If the injured party has not become aware of the damage or of the person who caused the damage, or if the damage has arisen from one or more acts which are punishable by a court and which can only be committed intentionally and which are punishable by more than one year's imprisonment, the right of action shall only expire after thirty years. The Rental Company Terms and conditions apply. These are provided at the rental depot during pick-up and are published on our website. Additional price lists are published in each Rental Station.

13.5 Notice pursuant to Alternative Dispute Resolution Act (Alternative-Streitbeilegung-Gesetz – AStG): The contracting party will not participate in a dispute resolution proceeding before a consumer arbitration body in terms of the AStG, nor is it obligated to do so.

#### **14. Storage and forwarding of personal data**

14.1 The Hirer agrees to the Rental Company storing personal data.

14.2 The Rental Company may forward these data via the central warning ring to third parties with a justified interest if the statements made in the rental are incorrect in essential points or the rented Vehicle is not returned within 24 hours of the expiry of the rental period (also extended, if need be) or if rental claims have to be made in judicial reminder proceedings or checks presented by the Hirer are not honored. In addition, the data can be forwarded to all the authorities responsible for prosecution of offences against public order and criminal offences in the event of the Hirer actually behaving dishonestly or sufficient indications here for existing. This is done, for example, in the event of wrong information for the rental, presentation of forged personal documents or such reported as having been lost, failure to return the Vehicle, failure to notify a technical defect, road traffic offences or similar.

#### **15. GPS Tracking System**

The Rental Company's Vehicles can be equipped with GPS Tracking Systems.

#### **16. Choice of law, Legal venue**

Austrian law shall apply. The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded. The contractual language shall be German. The contracting parties agree on Austrian jurisdiction. Where the contracted transaction is not a consumer transaction, the court having factual jurisdiction at the Rental Company's registered place of business shall have exclusive local jurisdiction to decide all disputes arising from this contract.

April 1st, 2022