

# Terms and conditions

Revision date August 2018

The renter and any additional drivers accept the following by signing the rental agreement:

## Generally

- 1) The renter shall return the vehicle and all accessories at the time and place as agreed in the rental agreement. The rental period is as specified in the rental agreement and can only be altered by written confirmation from Lessor. Failure to return the vehicle at the agreed time and place falls under the Criminal Act § 293 (vehicle theft).
- 2) If the vehicle is returned outside opening hours, the return time is considered the first coming opening hour of the branch. The renter is liable for any damages and losses which might occur until opening hours.
- 3) The vehicle may only be driven by the renter and additional drivers who are noted in the rental agreement. Otherwise all protection will be lost.
- 4) The rental agreement must be kept in the vehicle at any time of driving. All changes in the agreement must be made in writing.
- 5) Lessor reserves the right to take the vehicle into possession at any time at renter's cost if the vehicle is used in violation of these terms and conditions.
- 6) Lessor is not responsible for private property which is damaged, lost or forgotten in the vehicle before, during or after the rental.
- 7) The police or other authority may confiscate the vehicle in case they assess that the vehicle has been used for illegal or inappropriate purposes. Renter has no demand for replacement vehicle or financial compensation. Any transport will be at renter's cost. The authorities are authorized to drive the vehicle at impound.
- 8) Lessor may terminate the rental agreement with immediate effect.

## The vehicle

- 9) Renter confirms that the vehicle is delivered in good and legal condition. Renter shall, in case of warning lights or suspicious sounds from the vehicle, inform the Lessor accordingly. Any complaint regarding the condition of the vehicle should be made immediately at handover.
- 10) Any damages are registered on the rental agreement upon pick up. Renter accepts that he/she shall immediately, within 2 hours from collection, inform Lessor in case this list is inaccurate or incomplete. Hereafter, the renter will be liable for all damages.
- 11) Lessor has taken every precaution to avoid mechanical failures. In case such failure should occur, Lessor cannot be held responsible for any loss or damage, neither direct nor consequential.
- 12) The vehicle is delivered fully fuelled. Renter accepts the responsibility of adding fuel, water, windshield fluid, adblue, oil and other liquids during the rental period.
- 13) The vehicle may not be used to:
  - a. Carry passengers or property for payment, directly or indirectly, unless renter possesses the necessary permissions.
  - b. Outside asphalted roads.
  - c. Any form of motor sports events, driving lessons or test-drives.
  - d. Transport property, which may cause unusual smells or wear.
  - e. Transport dogs or other household pets.
  - f. By persons influenced by alcohol, narcotics, medicine or other drugs.
  - g. Drive in the following countries: **Great Britain, Moldova, Belarus, Cyprus, Iceland, Malta, Albany, Israel, Iran, Iraq, Morocco, Tunisia, Turkey, Bulgaria, Estonia, Hungary, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Romania, Russia, Bosnia, Herzegovina, Croatia, Macedonia, Slovenia, Serbia, Montenegro and Corsica.**
- 14) The vehicle may be owned by Lessor's financing partners.
- 15) Towing, according to regulations, is only allowed if the vehicle is equipped with a tow bar.
- 16) Winter tires are offered from 01/11 to 31/03 as an add-on. Lessor is not responsible, if renter violates other countries' legislation on winter tires. Nor is Lessor responsible for any costs resulting from this.
- 17) Renter is aware and accepts that vehicles may be equipped with GPS tracking.

## Payment

- 18) An approval on: Either twice the agreed rental amount or the rental amount plus the deposit as shown below, will be obtained on the chosen payment method upon collection of the vehicle.

|                               |                   |
|-------------------------------|-------------------|
| <b>Car groups: M, E, C</b>    | <b>2.500 DKK</b>  |
| <b>Car groups: F, I, P, S</b> | <b>3.500 DKK</b>  |
| <b>Car group: L</b>           | <b>4.500 DKK</b>  |
| <b>Car group: X</b>           | <b>11.000 DKK</b> |
| <b>Car groups: A, B, V</b>    | <b>3.000 DKK</b>  |
- 19) Renter and additional drivers explicitly accepts their personal responsibility to pay:
  - a) Rates and taxes according to the rental agreement and Danish law.
  - b) All charges and legal costs for any congestion charge, road traffic, parking or any other offence involving the rental vehicle, including costs from the vehicle being clamped, seized or towed away. Renter is ultimately responsible for paying the appropriate authority or company for any charges and costs if and when they ask for these payments. In order to reduce the risk of a fine escalating to the highest stage, Lessor may elect, at own discretion, to pay the authority or company in full during the earlier stages to settle the matter. Renter will also be responsible for paying Lessor administration charges of 250 DKK incl. VAT for dealing with these matters.
  - c) Lessors expenses for repair, towing or replacement of the vehicle in case of damage or theft during the rental period. Renter accepts the damage is charged according to Lessors damage catalog.
  - d) Lessors expense for providing an extra key or replacing the master key, should this be lost or damaged. The cost will be DKK 2500 incl. VAT
  - e) Missing fuel at return time. If the vehicle is not fully fuelled at car return and renter has not chosen a prepaid fuel option at the start of the rental, Lessor will charge the fuel price and a service charge – in total DKK 29 incl. VAT per liter. Unused prepaid fuel will not be refunded.

Renter and additional drivers are always personally responsible for the above obligations, regardless of any invoicing address on the rental agreement.

- 20) No repairs may be done without permission from Lessor. In case of missing permission any costs for transport or repair expenses will not be refunded.
- 21) Lessor will charge the renter's credit card for any damages or loss of vehicle. The customer may revoke this consent in writing to Lessor by providing alternative approved method of payment. The revoke cannot be done after any damages have occurred and Lessor reserves the right to terminate the contract without any further warning.
- 22) In case of any refund, Lessor reserves the right to refund the credit card which was used for payment. This applies regardless of the reason for the refund
- 23) Smoking is prohibited in all Sixt vehicles. In case there has been smoked or the vehicle is returned in particular dirty condition, Sixt will charge a fee for extra cleaning. Fee for smoking is 2500 DKK incl. VAT and fee for extra cleaning in the vehicle starts from 500 DKK incl. VAT, regardless of any protection package.
- 24) All signs, stickers etc. are not to be removed from the vehicle without written consent. If the stickers, key rings, or signs are removed, a fee of up to DKK 1,875 incl. VAT will apply.
- 25) Renting a GPS/Navigation, if this device is lost, damaged or broken a fee of DKK 2,350 incl. VAT will apply.

## Protection Conditions

- 26) Certain protections taken out in connection with this rental agreement is placed in the insurance company IF P&C and IF Liv with Lessor and renter as insured.
- 27) In case of damage, the excess will be charged according to Danish law and unutilized days will be added – however, maximum DKK 16.000. The cost of unutilized days is between DKK 275 to DKK 550 incl. VAT per day.
- 28) The excess is calculated per protection event and may be reduced by purchase of additional protection packages. Such protections must however be agreed to in writing when entering the rental agreement.
- 29) Protection packages does not cover transport expenses or expenses for repairs on tire, underbody or glass unless a separate protection package has been purchased to cover this.
- 30) Renter confirms that protection packages to reduce the excess amounts have been offered.
- 31) The protections does not cover the renter's personal belongings or persons in the vehicle unless a separate protection has been purchased.
- 32) In case, the Personal Accident Protection (PAP) has been purchased, up to 6 persons in the vehicle are covered as follows in case the permanent injury is more than 5%:
  - a. Death – compensation DKK 120.000 per adult and DKK 50.000 per child.
  - b. Permanent injury – compensation DKK 1.000.000 per person at 100% permanent injury.
  - c. Dental injury – compensation up to DKK 25.000 per person for reasonable and necessary expenses.If the Extended Personal Protection (SPAP) has been purchased in addition, the following is also covered:
  - a. Luggage in connection with traffic accident – compensation DKK 20.000 per damage regardless of persons.
  - b. Electronics, art and similar objects – compensation DKK 10.000 per object. The full protection conditions can be found at [www.sixt.dk](http://www.sixt.dk) or will be handed out upon request.
- 33) Renter is obligated to cover any expenses for damage repairs or towing for incidents caused by intent or gross negligence by either renter or other drivers regardless of any protection package. Under this clause falls – but not exclusively – wrong fueling, ignoring warning lights, suspicious sounds etc. from the vehicle.
- 34) Renter accepts his obligation to protect Lessor's interests in case of damage or other protection-related incident, by:
  - a) Notifying Lessor in case of any damage without any delay by sending in a damage report.
  - b) Providing names and addresses of all involved parties and witnesses.
  - c) Not recognizing responsibility or blame.
  - d) Not leaving the vehicle unless sufficient security-measures have been taken.
  - e) Immediately notifying the police if necessary to determine the blame of another party or if personal injury has occurred.
  - f) To fill in a damage report immediately at Lessor's request.Refraining from the above will cause cancellation of protection-coverage.
- 35) Renter will be charged the full excess if the original key is lost and the vehicle is stolen regardless of any protection package. The key must be kept safe and renter must contact Lessor immediately upon noticing the key is missing. Contact at [info@sixt.dk](mailto:info@sixt.dk) mail address.

## Rentals with more than 30 day's duration

- 36) For rentals with a duration longer than 30 days, the following also applies:
  - a) Default of payment or authorization will cause a fee of DKK 250 incl. VAT per vain attempt of achievement.
  - b) The price may be adjusted by Lessor with a 30 day notice.
  - c) Renter is informed that the vehicle must be replaced on request from Lessor. Renter has no right for compensation for inconvenience and extra mileage in this connection. When renter receives an inquiry from Lessor, the vehicle must be replaced within 7 days on a SiXT station by appointment. If this time limit is exceeded, a fee of DKK 250 per day, including VAT, or Lessor's cost in connection with the missing replacement in addition to the rental charge until the car is delivered to a SiXT station is imposed.
  - d) Should the renter return the vehicle before the first 30 days of the rental period, the monthly price agreed on the contract will be waived. The Lessor will instead charge the renter for the current retail price (1-27 days) accordingly.

## Other

- 37) The renter's and/or driver's personal data shall be collected, stored, processed, transmitted and used in accordance with the data protection provisions as applicable only for the purposes of processing the rental agreement and to safeguard the company's own legitimate business interests.
- 38) The rental agreement shall be interpreted according to Danish laws and exclusive jurisdiction is Copenhagen.