

# Terms and conditions

February 2016

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 as the first coming opening hour of the branch. The renter is liable for any damages and losses which might occur until opening hours and the renter must pay for a full extra day of rental as well.
- 3) The vehicle may only be driven by the renter and additional drivers who are noted in the rental agreement.
- 4) The rental agreement must be kept in the vehicle at any time. Any changes in the agreement are invalid unless they are agreed 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.

## The vehicle

- 8) Renter confirms that the vehicle is delivered in good and legal condition and that breaks, steering, signaling and lights have been examined before driving. Any complaint regarding the condition of the vehicle should be made immediately at handover.
- 9) Any damages are registered on the rental agreement upon pick up. Renter accepts that he/she should immediately inform Lessor at handover in case this list is inaccurate or incomplete.
- 10) 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.
- 11) The vehicle is delivered fully fuelled. Renter accepts the responsibility of adding fuel, water and oil during the rental period.
- 12) The vehicle may not be used:
  - a. To carry passengers or property for payment, directly or indirectly, unless renter possesses the necessary permissions.
  - b. Outside asphalted roads.
  - c. For any form of motor sports events, driving lessons or test-drives.
  - d. To transport property, which may cause unusual smells or wear.
  - e. To transport dogs or others household pets.
  - f. By persons influenced by alcohol, narcotics or medicine.
  - g. For driving in the following countries: Great Britain, Moldova, Belarus, Cyprus, Iceland, Malta, Albany, Israel, Iran, Iraq, Morocco, Tunisia, Turkey, Bulgaria, Estonia, Hungary, Latvia, Lithuania, Polen, Czech Republic, Slovakia, Romania, Russia, Bosnia, Herzegovina, Croatia, Macedonia, Slovenia, Serbia, Montenegro and Corsica.
- 13) The vehicle may be owned by Lessor's financing partners.
- 14) Towing is only allowed if the vehicle is equipped with a tow bar.
- 15) Winter tires are offered from 01/11 to 31/03 and is optional. Lessor is not responsible, if renter violates other countries' legislation on winter tires. Nor is Lessor responsible for any costs resulting from this.
- 16) Renter is aware and accepts that vehicles may be equipped with GPS tracking.

## Payment

- 17) In connection with the issuance of the rental agreement, an approval has been made on renter's credit card equal to twice the expected rental price. The authorization will be cancelled when the vehicle has been returned and an invoice has been issued.
- 18) Renter and additional drivers explicitly accepts their personal responsibility to pay:
  - a) Rates and taxes according to the rental agreement.
  - b) All charges and legal costs related to parking or regulatory violations imposed on the vehicle or its driver in the rental period. The renter is fully responsible for payment to the authority or company if or when they request payment. To avoid the risk of such penalties as a road toll, parking or any other, the owner of the vehicle may choose to pay the authority or company. In some cases, fines or charges are transmitted directly to the rental company, who is obligated to pay them and the rental company will in these cases, pass on the cost directly to the renter. Renter will also be responsible for paying Lessor administration charges of 250 DKK incl. VAT for dealing with these matters.
  - c) Lessors expense for providing an extra key or replacing the master key, should this be lost.
  - d) Lessors cost for replacing of the car key, if the original key is lost will be DKK 2500 incl. VAT.
  - e) Cleaning of the rental car, in case it is being returned in a particular dirty state or if animals have been transported in the vehicle. Lessor will in this case charge the renter a cleaning fee from DKK 1500 incl. VAT and up regardless of any added insurances.
  - f) 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.
- 19) Where the lessor receives a number of free kilometers when renting a vehicle, the calculated kilometers are always on a daily basis with an equal distribution of all the rental days, unless otherwise explicitly stated in the agreement between the lessor and the rental office. In cases where the renter returns the vehicle earlier than the originally agreed time, there will be a downgrade in the final number of kilometers, corresponding to the amount of remaining kilometers on the unused rental days, which is after the return date, starting with day after day for the return.
- 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 in this case.
- 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 and if there is a need for air removal because of smoking, a fee of DKK 2,500 incl. VAT will apply.
- 24) All signs etc. are not to be removed from the vehicle. If the stickers, key rings, or signs are removed, a fee of up to DKK 1,875 incl. VAT will apply.

## Insurance and protection

- 25) Certain insurances 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.
- 26) In case of damage, the self-risk will be charged according to Danish law and unutilized days will be added – however, maximum DKK16.000. The cost of unutilized days is between DKK 250 to DKK 550 incl. VAT per day.
- 27) The self-risk is calculated per insurance event and may be reduced by purchase of additional insurances. Such insurances must however be agreed to in writing when entering the rental agreement.
- 28) Insurance does not cover transport expenses or expenses for repairs on tire or glass unless a separate insurance has been purchased to cover this.
- 29) Renter confirms that insurances to reduce the deductibles have been offered.
- 30) The Insurance does not cover the renter's personal belongings or persons in the vehicle unless a separate insurance has been purchased.
- 31) In case, the accident insurance 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 luggage insurance 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 insurance conditions can be found at [www.sixt.dk](http://www.sixt.dk) or will be handed out by the staff upon request.
- 32) Renter is obligated to cover the Sixt vehicle costs in case of theft, vehicle damage, if any consequential damages and any reparation, whether these may have arisen by accident or by intent, gross negligence or other default expelled from either renter or other drivers, renter leaves the vehicle, irrespective of insurance policy- including, but not limited to, errors refueling of vehicle, the recommendations of unlocked vehicle, ignoring the warning signals from the vehicles systems etc.
- 33) Renter accepts his obligation to protect Lessor's interests in case of damage or other insurance-related incident, by:
  - a) Notifying Lessor in case of any damage without any delay.
  - 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 and no later than 72 hours after the damage occurred. The damage report is available on the rental office or by calling the service center on + 45 32481100. Refraining from the above will cause cancellation of insurance-coverage.
- 34) Renter will be charged the full selfrisk if the original key is lost and the vehicle is stolen regardless of any insurance. The key must be kept safe and renter has to contact Lessor as soon as he realizes that the key is missing.

## Rentals with more than 30 day's duration

- 35) For rentals with a duration longer than 30 days, the following also applies:
  - a) At the beginning of the rental, the charge for the first 30 days will be taken as a deposit, and an approval is taken from renters credit card for up to 1,5 times the agreed monthly price. The rental price and the agreed number of kilometers are settled every 30 days. In conjunction, a new approval as mentioned above, is obtained from renter's credit card. Upon termination of the rental, any prepaid and unused deposit is refunded.
  - b) Should any breach of payment or collateral subject to a fee of DKK 250 incl. VAT per. vain documentable attempt achievement.
  - c) The price may be adjusted by Lessor with a 30 day notice.
  - d) Renter is informed that the vehicle must be replaced on request from Lessor. This does not give the right to compensation for the trouble and extra kilometers. 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.
  - e) Any return of the vehicle earlier than the agreed return date on the contract will at any time be invoiced for at least the first 30 days of the rental period referred to in the contract agreed price, unless anything else is agreed in writing between lessor and renter.

## Other

- 36) 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.
- 37) The rental agreement shall be interpreted according to Danish laws and exclusive jurisdiction is Copenhagen.