

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 International GmbH and of Sunny Cars Vermietungsgesellschaft mbH with authority to contract. Sunny Cars GmbH is entitled to receive and process booking enquiries from interested customers for Sunny Cars International GmbH and Sunny Cars Vermietungsgesellschaft mbH and to enter into vehicle rental agreements in the name and for the account of Sunny Cars International GmbH and Sunny Cars Vermietungsgesellschaft mbH 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. 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 International GmbH or Sunny Cars Vermietungsgesellschaft mbH.

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 International GmbH or Sunny Cars Vermietungsgesellschaft mbH and the customer.

4. Legal relationships between Sunny Cars International 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.

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 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 prior consent of the customer.

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.

Updated:
October 2018