

## General rental terms and conditions of Sunny Cars B.V.

### 1. Services of Sunny Cars B.V.

Sunny Cars B.V. is one of the leading companies in its segment of the tourism sector and provides travel services worldwide for satisfied customers. In addition to vehicle rental, the service packages of Sunny Cars B.V. include extensive consultation on the selection of the 'right' rental vehicle for the customer, the simplest booking procedure and smooth vehicle collection and return as well as additional services to complete the enjoyable travel experience. Sunny Cars B.V. offers its services on the basis of these general rental terms and conditions and also the special rental terms and conditions already provided to the customer before the booking is made (see section 4 below).

### 2. Vehicle rental agreement between Sunny Cars B.V. and the customer

Sunny Cars B.V. and the customer enter into a rental agreement for a rental vehicle. By sending their booking data (including desired place of rental, desired category of vehicle and desired rental period), the customer submits a legally binding offer to enter into a rental agreement between themselves and Sunny Cars B.V.. A rental agreement between Sunny Cars B.V. and the customer comes into effect when a voucher is sent to the customer together with the corresponding confirmation of the booking by Sunny Cars GmbH, which here acts as the legal commercial agent of Sunny Cars B.V. with authority to contract.

### 3. Performance of the vehicle rental agreement and vehicle collection by the customer

**3.1** To fulfil its obligation arising from the rental agreement between it and the customer (cf. section 2), Sunny Cars B.V. makes use of a suitable vehicle fleet provider at the destination of the customer. To this end, Sunny Cars B.V. rents a rental vehicle at the destination of the customer from the vehicle fleet provider selected by it by means of its own rental agreement (primary rental agreement). The vehicle rented by Sunny Cars B.V. will be subleased by Sunny Cars B.V. to the customer in question. At the same time as the rental agreement between Sunny Cars B.V. and the vehicle fleet provider at the destination of the customer is entered into, the (sub) rental agreement between Sunny Cars B.V. and the customer is finalised.

**3.2** In entering into the primary rental agreement with the vehicle fleet provider at the destination, the customer acts as an agent of Sunny Cars B.V.. For this purpose, the customer receives with the voucher a power of attorney in their name entitling them to enter into the primary rental agreement between Sunny Cars B.V. and the vehicle fleet provider at the destination in the scope of the services specified in the voucher and the special rental terms and conditions. The customer therefore must hand over the voucher issued to them by Sunny Cars B.V. to the vehicle fleet provider at the time they collect the vehicle.

**3.3** Should the vehicle offered to the customer by the vehicle fleet provider at the destination not match the booking made by the customer or should the customer be convinced that the vehicle is not in a road-worthy condition, then the customer must make a complaint on this immediately to the vehicle fleet provider and, in parallel, by telephone to Sunny Cars B.V. in order to fulfil their statutory duty to mitigate damage. Signs of usage existing at the time the vehicle is collected as well as damage to the vehicle are to be recorded in a written inspection report in order to exclude the possibility of the customer being blamed for causing them.

### 4. Special rental terms and conditions for the specific vehicle booking

**4.1** Before the booking is made, the customer is sent the special rental terms and conditions for the vehicle booking that they have specifically requested, which govern in particular the collection and return of the vehicle, the security (deposit) to be furnished and costs for accessories that may have to be paid for separately on site; the customer can also download, store and/or print out the special rental terms and conditions with one mouseclick.

**4.2** The customer shall carefully read through the special rental terms and conditions. It is in the customer's own interest that they clarify any questions on these terms and conditions with Sunny Cars B.V. before submitting their booking.

### 5. Deposit, paying via credit card and PIN, credit limit

**5.1** Sunny Cars B.V. and the customer agree that the customer shall furnish security (a deposit) for the hire of the rental vehicle to the customer. For the sake of simplicity, the customer shall pay this deposit directly to the vehicle fleet provider at the destination.

**5.2** The deposit is generally to be furnished through the presentation of a valid credit card and entering the corresponding PIN; it is sometimes also possible to deposit a cash amount (partly in the national currency). The customer will be advised in the special rental terms and conditions of which deposit is required in their particular case.

**5.3** If the customer provides the deposit using their credit card (usual case), they must have the PIN assigned to the card available in order to allow the card to be used electronically at a POS terminal. Using the credit card manually is excluded.

**5.4** The customer must also ensure that their credit card has a sufficient (if necessary remaining) credit limit at the time of providing the deposit in order to make it possible to book/hold the deposit. The customer is advised that the deposit reduces the credit limit of their credit card accordingly until it is reimbursed or refunded.

### 6. Precondition for the reimbursement by Sunny Cars B.V. of the deposit retained in the event of damage or loss

**6.1** Should the customer be involved in an accident or should the rental vehicle be damaged or stolen, the vehicle fleet provider at the destination may in certain circumstances retain part or all of the deposit furnished by the customer that covers the amount in which the fully comprehensive vehicle insurance does not compensate the damage to the rental vehicle (= excess) and possibly charge an additional amount. The amount of the excess in question can be found in the special rental terms and conditions.

**6.2** In such cases, Sunny Cars B.V. compensates the customer the deposit that may have been retained, also in the event of the following damage:

- ▶ damage to glass, roof, tyres and undercarriage, including sump and clutch
- ▶ damage in the event of the loss of/damage to vehicle keys and/or documents
- ▶ and damage to or loss of car radio and/or navigation system as a consequence of the vehicle being broken into (a police report is required!)
- ▶ costs for the recovery of the rental vehicle in the event of an accident

but not other consequential costs, such as hotel expenses, telephone charges, taxi fares, costs for renting a replacement car, cost for repairing damage to or buying a replacement for the loss of private effects (cf. also section 18.2), etc.

It is a precondition for the reimbursement of the deposit that the cus-

customer (unless they are prevented from doing so on the grounds of force majeure, because they have been injured in an accident or for other reasons that suggest it is unreasonable to expect the obligations stated below to be fulfilled in the individual case, where the customer bears the burden of production and of proof) complies with the following conditions, i.e. immediately (or, where there is an obstacle within the meaning of the above, immediately after this obstacle has been removed)

▶ shall take the actions specified below:

▶ send the documents specified below to Sunny Cars B.V. (by post to Sunny Cars B.V., Paul-Gerhardt-Allee 42, 81245 Munich, Germany, or by fax to +49 (0) 89 82 99 33 66 or e-mail to [info@sunnycars.de](mailto:info@sunnycars.de))

▶ and none of the exclusion criteria specified in section 6.3. are met:

a) The customer has to inform the office of the vehicle fleet provider at the destination in the event of an accident, the theft of or other damage to the rental vehicle.

b) If another party is involved in the accident or in the event of a break-in into the vehicle or theft, the customer must call the police, who will issue a police report. The police report has to be sent to Sunny Cars B.V.. In the event of theft of the vehicle or if the vehicle is broken into, a criminal complaint must be made at the responsible police station. If the police refuses to record the event of loss involving the rental vehicle at the location by issuing a police report or by making a criminal complaint, the customer must document when, how, and what police station they reported it to and which police official they spoke to and must send this documentation to Sunny Cars B.V..

c) The customer must produce a damage report (if possible with photos). This damage report is to be signed by the customer and sent to Sunny Cars B.V. together with a copy of the (primary) rental agreement between Sunny Cars B.V. and the vehicle fleet provider at the destination.

d) Furthermore, proof of payment is to be submitted to Sunny Cars B.V. documenting that the deposit was paid in cash or by credit card and has been retained by the vehicle fleet provider at the destination or has been further charged to the customer's credit card.

e) The customer must give its bank details to Sunny Cars B.V. for the purposes of the reimbursement.

f) The customer must confirm to Sunny Cars B.V. in writing or electronically upon separate request that no proceedings relating to the commission of a criminal or administrative offence have been instituted against them on account of the damage to the rental vehicle.

If the vehicle fleet provider at the destination pays back to the customer in full or in part amounts that were initially retained after Sunny Cars B.V. has compensated the customer the amount retained pursuant to the above regulations, the customer is required to transfer the relevant repayment to Sunny Cars B.V., without being requested to do so, to the following bank account:

UniCredit AG

IBAN: DE44 7002 0270 0015 5552 39

Account holder: Sunny Cars B.V.

BIC: HYVEDEMMXXX

Reference: Res.No.xxxxxxxRC

**6.3 Reimbursement by Sunny Cars B.V. of the retained deposit/excess is excluded in the following cases:**

a) damage resulting from failure to comply with the regulations of the special rental terms and conditions, in particular by driving on unsurfaced roads

b) damage arising as a result of violations of the local road traffic rules, in particular drink-driving, violations of speed limits, bans on passing or

other wilful or grossly negligent behaviour

c) if there are legal proceedings pending against the customer on account of an event of loss involving the rental vehicle as a result of the commission of a criminal or administrative offence or if such proceedings have ended finally and absolutely with the imposition of a fine or other penalty

d) if the settlement of the claim for damage to the rental vehicle is excluded pursuant to the terms and conditions of the car insurance taken out for the vehicle. On this account, the customer must get information from Sunny Cars B.V. or the vehicle fleet provider at the destination about these terms and conditions and the related exclusions.

e) misfuelling of the rental vehicle.

## 7. Services included

**7.1** The services provided by Sunny Cars B.V. to the customer pursuant to the (sub) rental agreement entered into by these parties include unlimited mileage, vehicle liability insurance in accordance with local regulations, fully comprehensive insurance (CDW), vehicle theft protection (TP), airport charges, airport tax and all local taxes at the time that the booking confirmation is issued.

**7.2** In very rare cases, charges and taxes (i.e. airport charges, airport taxes or other taxes) can be subsequently introduced or increased in the period between the issue of the booking confirmation, i.e. the conclusion of the (sub) rental agreement, and the start of the rental. Sunny Cars B.V. has no influence over the introduction of or increase in these taxes, nor will Sunny Cars B.V. have been able to predict them at the time the (sub) rental agreement was entered into with the customer. In these rare cases, Sunny Cars B.V. has the right to demand from the customer these charges or taxes that have subsequently been introduced or increased in addition to the price shown in the (sub) rental agreement if a period of no less than four months has elapsed between the time that the voucher was sent to the customer and the start of the rental. If Sunny Cars B.V. makes use of this right before the start of the rental and requests the payment of such charges or taxes, the customer has the right to declare in writing or electronically (e-mail to [info@sunnycars.de](mailto:info@sunnycars.de) is sufficient) within two weeks of receiving the request for the increased amount from Sunny Cars B.V., however no later than by the start of the rental, that they are cancelling the (sub) rental agreement. The customer is then immediately refunded any payments they have already made on the rental agreement; the customer should therefore indicate their bank account details without fail in any cancellation letter. The customer cannot assert further claims in such a case. The burden of proof that the preconditions for the right to raise the price pursuant to this paragraph are present lies exclusively with Sunny Cars B.V.. If the customer does not promptly exercise their right of cancellation, this is regarded as tacit agreement with the price increase; Sunny Cars B.V. therefore acquires an additional claim to payment against the customer in this case. In the event of any subsequent request for payment, Sunny Cars B.V. will expressly and especially advise the customer of this in writing or electronically.

**7.3** Costs, taxes, airport taxes and charges for any agreements for additional services made by the customer with the vehicle fleet provider in addition to the (sub) lease contract at the destination are not included in the price. The customer enters into agreements of this kind exclusively in their own name and independently of the (sub) rental agreement. A power of attorney authorising agreements for additional services to be entered into in the name and for the account of Sunny Cars B.V. is expressly not issued to the customer.

**7.4** Under certain circumstances, the excess in fully comprehensive insurance and vehicle theft protection, also in the event of damage to glass, roof, tyres, clutch and undercarriage including the sump, will

be reimbursed by Sunny Cars B.V. in the event of loss or damage (see section 6, Preconditions for the reimbursement by Sunny Cars B.V. of the deposit retained in the event of damage or loss).

**7.5** Additional drivers are also included in the price at many local vehicle fleet providers with which Sunny Cars B.V. works. Detailed information on this as well as on the destination area in question can be obtained on request from the relevant travel agency or from Sunny Cars B.V. and can be found in the special rental terms and conditions.

## 8. Due date of invoice, price calculation, price changes

**8.1** The invoice issued by Sunny Cars B.V. falls due in principle 14 days before the agreed start of the rental. Any due date diverging from that is shown in the special rental terms and conditions and in the relevant invoice. The prices for rental offers are stated in euros (EUR and CHF for bookings made from Switzerland). The actual price calculation is subject to the rental date.

**8.2** Prices are calculated on a daily basis and can be changed at any time before conclusion of booking without prior notice, but not with retroactive effect to (sub) rental agreements already entered into.

**8.3** All prices are calculated on a 24-hour basis from the time that the vehicle is collected. This means that vehicles must be returned (generally at the place that the vehicle was collected unless otherwise agreed with the vehicle fleet provider at the destination) on the return date by no later than the same time at which it was collected. In the event that the vehicle is returned late, the local tariffs and terms and conditions of the vehicle fleet provider at the destination, over which Sunny Cars B.V. has no influence, shall apply. Any additional costs incurred as a result are to be borne by the customer. In the event that the vehicle fleet provider at the destination bills Sunny Cars B.V. for these additional costs, Sunny Cars B.V. has a claim to settlement of this payment in the relationship with the customer.

**8.4** All prices are valid at the time of the customer's enquiry. Prices or terms and conditions can be changed at any time and without prior notice for bookings that have not yet been confirmed by the sending of a voucher, i.e. up until the (sub) rental agreement is entered into. In addition, the right to change the price under the regulations contained in section 7.2 is reserved.

## 9. Rental based on vehicle categories

The vehicle fleet providers at the destinations maintain vehicle fleets with various models of comparable size and with comparable features, which are divided into vehicle categories. In accordance with the regulations in the (sub) rental agreement, the customer therefore has a right to a vehicle from the vehicle category that they have selected or higher, not, however, to a specific vehicle model.

## 10. Contract documents

**10.1** Upon entering into the (sub) rental agreement, the customer will be sent a voucher and the special rental terms and conditions, which also regulate the collection of the rental vehicle from the vehicle fleet provider at the destination. The rental contract between the customer and Sunny Cars B.V. comes into effect when the customer receives the voucher together with the special rental terms and conditions.

**10.2** The voucher also contains a power of attorney issued by Sunny Cars B.V. to the customer that authorises the customer to enter into a (primary) rental agreement with the vehicle fleet provider at the destination in the name of Sunny Cars B.V. for the service indicated in the voucher and the special rental terms and conditions. Reservations and confirmations are valid for a specific vehicle category, not for a specific vehicle model. The lessors maintain vehicle fleets with various models of comparable size and with comparable features. For that reason, the

lessors reserve the right to provide a vehicle of equivalent or higher quality.

## 11. Subsequent changes to the rental agreement

**11.1** Should the customer subsequently wish to have changes made to the (sub) rental agreement, e.g. to the date of the rental or of the return of the vehicle, the vehicle category, the place where the vehicle is to be collected or returned, then this change must be requested (if necessary through the competent travel agency) from and confirmed by Sunny Cars B.V. or its commercial agent Sunny Cars GmbH. If this confirmation is not issued, then the customer is solely responsible for the consequences that result. Consequences of this kind can be such that the vehicle fleet provider at the destination asserts claims for payment against the customer. Sunny Cars B.V. shall not be liable in these cases for any inconvenience caused to or additional costs incurred by the customer.

**11.2** Changes that jeopardise the planned collection of the vehicle, such as a change of arrival time at the collection point, e.g. as a result of a change of flight departure time, industrial action, or natural disasters, etc., must be notified immediately to Sunny Cars B.V. (by post to Sunny Cars B.V., Paul-Gerhardt-Allee 42, 81245 Munich, Germany, or by fax to +49 (0) 89 82 99 33 66 or by e-mail to info@sunnycars.de) and to the local vehicle fleet provider. Please note: the availability of the vehicle can no longer be guaranteed if the vehicle is not collected at the agreed time, as local vehicle fleet providers reserve the right to rent out the rental car to other customers. In such a case, there will be no entitlement to a refund of the rental price. You are entitled, however, to furnish proof to Sunny Cars B.V. that little or no damage has been incurred by the failure to collect the vehicle.

**11.3** In the event that the customer returns the vehicle late, the period of the delay is settled at the local tariffs and on the local terms and conditions of the vehicle fleet provider at the destination, over which Sunny Cars B.V. has no influence. The customer must indemnify Sunny Cars B.V. in respect of the vehicle fleet provider at the destination against the resulting amount or compensate this amount to Sunny Cars B.V. if it has paid this in advance.

**11.4** No claim for compensation exists in the event that the booked vehicle is returned early, collected later or not used.

## 12. Cancellation/termination of the (sub) rental agreement / exclusion of termination

**12.1** Cancellations/terminations of the (sub) rental agreement must be made in writing or electronically and be received by Sunny Cars B.V., Paul-Gerhardt-Allee 42, 81245 Munich, Germany, (by fax to +49 (0) 89 82 99 33 66 or e-mail to info@sunnycars.de) during office hours (cf. section 14.2). Other cancellations/terminations, e.g. through the tour operator or through the vehicle fleet provider at the destination, will not be recognised.

**12.2** The cancellation/termination fees in the event of termination by the customer, the cause of which cannot be attributed to Sunny International GmbH, are:

- ▶ up to 5 days before the rental date:  
EUR 25.00 (CHF 50.00 for bookings made from Switzerland)
- ▶ within 4 days before and up to the time of rental:  
EUR 50.00 (CHF 100.00 for bookings made from Switzerland)

The customer is entitled, however, to furnish proof to Sunny Cars B.V. that less or even no damage was incurred.

**12.3** Cancellation/termination after the planned rental time is no longer possible; the vehicle rental price pursuant to the booking is incurred. The customer is entitled, however, to furnish proof to Sunny



Cars B.V. that less or even no damage was incurred.

**12.4** The regulation of section 580a of the Bürgerliches Gesetzbuch (BGB – German Civil Code) shall not apply to the agreement between Sunny Cars B.V. and the customer.

### 13. Cancellation protection

The customer has the option of concluding favourably priced cancellation protection. This covers the charges for cancellation/termination accumulating up to no later than the start of the rental. Cancellation/termination after the vehicle has been collected from the vehicle fleet provider at the destination is no longer possible. The price of the cancellation protection is EUR 0.50 (CHF 1.00 for bookings made from Switzerland) per rental day with a minimum charge of EUR 3.50 (CHF 7.00 for bookings made from Switzerland). The cancellation protection must be taken out together with the (sub) rental agreement. It is not possible to take out the protection subsequently. No reasons have to be indicated for the cancellation/termination.

### 14. Booking errors and customer service

**14.1** Should any difficulties arise with the vehicle booking, the customer should immediately get in contact with the competent travel agency, Sunny Cars GmbH or Sunny Cars B.V. (by post to Sunny Cars B.V., Paul-Gerhardt-Allee 42, 81245 Munich, Germany, by phone to +49 (0) 89 82 99 33 900, by fax to +49 (0) 89 82 99 33 66 or by e-mail to info@sunnycars.de) so that assistance can be provided and the proper processing of the booking can be ensured.

**14.2** Should the customer not be able to contact Sunny Cars GmbH or Sunny Cars B.V. outside business hours in the event that the booking is incorrect or a booked vehicle is not available, the customer must keep any damage that may be incurred on account of the incorrect booking as minimal as possible. If the rental of a replacement vehicle should be necessary to this end, Sunny Cars B.V. shall bear the additional costs incurred as a result, however only if a vehicle category is rented that corresponds to the category booked with Sunny Cars B.V.. Sunny Cars GmbH or Sunny Cars B.V. is to be informed of this immediately when business hours resume. They can be contacted 365 days a year at the following times:

Mon - Fri from 9.00 a.m. to 8.00 p.m.

Sat/Sun and public holidays from 10.00 a.m. to 6.00 p.m.

Christmas Eve and New Year's Eve from 9.00 a.m. to 2.00 p.m.

Christmas holidays from 11.00 a.m. - 4.00 p.m.

**14.3** If the customer fails to inform Sunny Cars GmbH or Sunny Cars B.V. of an incorrect booking or similar, they have themselves to bear the resulting damage. The limitation of liability defined in the section Liability shall also apply to incorrect bookings.

### 15. Requirements concerning the age and driving licence of the customer / driver

**15.1** The minimum age of the driver of a rental vehicle is between 21 and 25 in most countries, but it can also be older for higher vehicle classes. In some destination areas, the minimum age can be reduced by the payment of an additional charge. There may also be a maximum age depending on the destination area. The driver must have been in possession of a valid Class 3 or Class B (European standard) driving licence or an equivalent driving licence for no less than 1 year, or 2 years in some countries; the driver must present the original driving licence together with a valid passport or identity card to the vehicle fleet provider on site.

Note: driving licences of the former German Democratic Republic are no longer accepted everywhere.

**15.2** The customer will be informed of the regulations applicable to

their booking as a result of the special rental terms and conditions when the booking is made, i.e. when the (sub) rental agreement is entered into.

### 16. Special accessories / extras

Roof racks, child seats, snow chains, GPS, etc., can be requested for many locations. The customer has personally to obtain information on the fees, country and, where applicable, airport taxes and charges that they additionally must pay from the competent travel agent, Sunny Cars GmbH or Sunny Cars B.V.. Additional costs of this kind to be borne by the customer are not included in the price lists of Sunny Cars B.V. and will not form an integral contractual part of the (sub) rental agreement between the customer and Sunny Cars B.V. unless the customer has requested this from Sunny Cars GmbH or Sunny Cars B.V. expressly and in good time before the start of the rental and has received relevant confirmation. The safety standard of child seats, especially in southern countries, do not necessarily correspond to the standard usual in Germany. Sunny Cars B.V. therefore recommends that, if possible, the customer takes their own seats for children and babies.

### 17. Fuel policy

The customer must comply with the fuel policy (Return as pick-up) specified by the vehicle fleet provider at the destination; this policy will also be described in the special rental terms and conditions.

### 18. Liability

**18.1** Sunny Cars B.V. assumes no liability if the collection of the booked rental car does not take place on site for reasons that lie in the person of the customer and for which Sunny Cars B.V. is not responsible. Such reasons include for example: presentation of a driving licence that is no longer valid or failure to present a driving licence; presentation of a driving licence that does not fulfil the local requirements for driving licences at the destination; non-compliance with regulations governing minimum or maximum age; non-compliance with credit card obligations in some destinations (see section Deposit as well as the special rental terms and conditions).

**18.2** Any liability of Sunny Cars B.V. for the loss of items on account of theft from the rental vehicle is excluded. The same shall apply in the event of damage to or loss of these effects on account of an accident as well as to other costs that may be incurred as the result of an accident (hotel expenses, telephone charges, taxi fares, costs for renting a replacement car, damage to or loss of private effects, etc.).

**18.3** In all other respects, Sunny Cars B.V. 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 B.V. 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 B.V. shall be liable only if it was aware of the impediment to performance or its lack of awareness is based on gross negligence.

**18.4** The above limitations or exclusions of liability shall not apply for damages arising from injury to life, limb or health for which Sunny Cars B.V. is responsible.

**18.5** If the liability of Sunny Cars B.V. is excluded or limited, this shall also apply to the personal liability of its executive bodies, employees, workers, personnel, representatives and vicarious agents.

### 19. Choice of law

German law applies to the contractual relationship between the cus-

tomor and Sunny Cars B.V.; the UN Convention on Contracts for the International Sale of Goods shall not apply.

## **20. Data protection clause**

**20.1** Sunny Cars B.V. 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 B.V. 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 the legal permission or prior consent of the customer.

**20.2** In accordance with Article 21(2) of the GDPR, the customer can object to the processing of their data for direct marketing at any time at Sunny Cars B.V. (controller within the meaning of the GDPR). Objections are to be sent to: Sunny Cars B.V., Paul-Gerhardt-Allee 42, 81245 Munich, Germany or by e-mail to [info@sunnycars.de](mailto:info@sunnycars.de) or by fax to +49 (0) 89 82 99 33 66.

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