

General Terms and Conditions of Rental (Terms and Conditions)



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A. DEFINITIONS AND GENERAL PRINCIPLES

“You” are the customer (main driver) who signed the rental agreement and who is entitled to drive the vehicle.

“Sixt” is the Sixt subsidiary or franchisee named in the rental agreement.

“Vehicle” is the car / van or truck that Sixt is renting to you for the agreed duration of the rental agreement and will include all parts and accessories fitted to it at the commencement of the rental.

“Damage” is any damage occurring to the Vehicle (including glass, lights and mirrors) and any damage occurring to third party property where applicable.

"FDAR" = ACRISS Code for vehicle classification (F= fullsize, D= 4 door, A= automatic, R= air conditioning)

B. TERMS AND CONDITIONS OF RENTAL

1. Preconditions

The following conditions are mandatory and must be fulfilled, in order for you to rent a vehicle. All conditions listed under this section are valid if no further restriction was given. Our Branch

reserves the right to ask for additional proof of identification where documents already produced are not deemed satisfactory and can refuse a hire/rental if these pre-conditions or additional requirements are not fulfilled' or in any case.

- 1.1. You and all other drivers must be in possession of a full, valid driving licence for at least one year.
- 1.2. You must bring original proof of the following documents upon collection or delivery of the vehicle:
 - 1.2.1. Your full driver's licence (UK or International). For all UK drivers named on the Rental Agreement, this is the plastic driver's card and valid code or printed DVLA endorsement record. The code or the printed record must be obtained from DVLA website maximum 72 hours prior to pick-up (www.gov.uk/view-driving-licence). If you have 6 points or below on your driver's license, you can still hire from us. If you have 7 points or above or you are not able to rent with us. Certain endorsements upon the licence may restrict the ability to hire a vehicle. Please contact our Call Centre on 08444 99 33 99 for further information. For all international drivers, you must bring your international (non-EU) driver's licence, accompanied by your national driving permit. For customers with a non-EU driver's licence, you must bring a valid passport.
 - 1.2.2. Your valid Passport or a valid identity card (this does not apply to customers who are a Sixt Express card member).
 - 1.2.3. A valid credit card or Sixt Express card in the name of the driver.
 - 1.2.4. If you have a Voucher booking, you need to present the original valid voucher, along with your own credit card for any charges that are not covered by the voucher (this includes extra charges such as refuelling, excess due in the event of damage and/or loss of the rented vehicle).
 - 1.2.5. Please Note: Customers who are paying by debit card can rent up to and including the vehicle group FDAR and must bring an additional form of identification other than a passport, such as an identity card or a recent (must be within the last 3 months) utility bill, bank statement, council tax or tenancy agreement, a second credit or debit card or a building society book.

The minimum age to rent a vehicle from Sixt's corporate locations is 21 years old. Please note Sixt Partner locations may have different minimum age restrictions. The rules for minimum ages and Endorsements on UK Driving License to rent particular vehicle groups can be found online at: www.sixt.co.uk/rental-services/rental-information and selecting the required country of hire, alternatively contact your nearest Sixt local rental station.

2. Reservations:

Reservations are only for our vehicle groups and not for specific vehicle makes and models. If the customer has not collected the vehicle after one hour following the booked collection time, Sixt reserve the right to cancel the reservation; however, payment will still apply (not refundable) where the reservation was prepaid.

3. Your contract with us:

- 3.1. You agree to these T&C's by signing the Rental Agreement (RA), Master Agreement or Corporate Master Agreement. Where you have used the vehicle in any way, otherwise than to return it in accordance with our instructions, you will have been deemed to accept these T&C's and the documents referred to in this document as forming a binding legal contract between us.
- 3.2. You agree that we may elect at our discretion to pass your reservation to another business with which we have a referral arrangement in place. In doing so, we will act as an Agent for that other business and once we pass your reservation over to them, this means:
 - 3.2.1. We will have no further legal or other obligation to you.
 - 3.2.2. The rental agreement will be between you and the Company renting the vehicle to you. The T&C's will be that of the Company renting the vehicle to you to which you agree to abide by in accepting their Rental Agreement.

In addition you understand and agree that:-

- 3.2.3. Driver qualification criteria including penalty points, minimum/maximum age and length of driving experience may differ from that offered by Sixt. (It is recommended in particular that drivers of 25 years of age and under with less than 2 year's driving experience seek clarification from the renting Company).
 - 3.2.4. Personal Identification Documentation requirements may differ from that required by Sixt.
 - 3.2.5. The excess liability of the renting Company may differ from that of Sixt.
 - 3.2.6. The renting Company may require a security deposit of up to the maximum value of the full Insurance Excess liability prior to the rental start.
 - 3.2.7. It is the responsibility of you, the hirer, to ensure you meet the qualification criteria of the renting Company. Contact details for the renting Company can be obtained from Sixt upon request.
- 3.3. Please read these T&C's carefully. If there is anything you disagree with, do not understand or have been advised by a Sixt employee that is inconsistent or contradicts with the T&C's of this contract, then you must immediately inform and discuss this with a member of our staff or the applicable branch regarding the vehicle you intend to rent from any discussion of this nature should also be put in writing to us. This agreement takes precedent over any oral representation. It is important that you fully understand and accept this written contract, as it is our intention to rely on it.

4. Rental period:

- 4.1. You undertake to return the vehicle to Sixt at the agreed place, date and at the time indicated on the Rental Agreement.
- 4.2. You are accountable and have responsibility of the vehicle for the rental period shown on the Rental Agreement.

- 4.3. This rental period may be extended at your request. Should we agree to any extension, we might require you to pay an additional deposit, along with the appropriate payment for the extended period.
- 4.4. Any extension must not, in any circumstances exceed a combined period of 30 days from the start of the original Rental Agreement.
- 4.5. If you do not bring the vehicle back at the agreed time and date, this will be deemed as a breach of our T&C's and we will treat it as such.
- 4.6. Where you have failed to return the vehicle, we reserve the right to charge you for each day (whether in part or full) you fail to return the vehicle to us at an agreed location. In these circumstances, the rate we will charge you will be the standard daily rental rate, applicable at that time for the relevant location.
- 4.7. If the vehicle is returned to a location that is different to the one stated in your rental agreement then you will be liable for any reasonable repatriation costs.
- 4.8. Where there has been a breach or suspected breach of our T&C's, or you owe monies to Sixt and Sixt asks you to return the vehicle, you must do so immediately. In the event that the vehicle is not delivered to Sixt upon our request, you hereby authorise Sixt to enter your premises and to do any and all other things necessary, within reason, to repossess our vehicle. You will be liable for any costs incurred whilst we carry out such repossession. Sixt may repossess the vehicle without notice or liability where Sixt deems that such repossession is necessary for its own protection of our assets.
- 4.9. The end of your Rental Agreement is defined by the return of the vehicle and its keys to the rental counter at a Sixt location or handing over the keys to a uniformed Sixt employee on collection at your premises. The rental agreement will not end until the vehicle has been inspected and checked, this will involve cleaning of any dirty vehicles returned, so inspection of any damage can be completed. We would recommend that you check the vehicle over on return and inform us of any damage or issues you find. A Sixt employee will also check the vehicle over with you, where possible and note any damage they find. The keys must be given to a uniformed Sixt employee and under no circumstances should you give the keys to any person present at the Sixt location, who is not in a Sixt uniform or whom you assume or who unreasonably purports to be a Sixt employee. When your Rental Agreement explicitly states, the vehicle keys may be returned to a Sixt Agent where the agent is a hotel, then the keys can be handed into the reception desk of the relevant hotel.

Please note: Outside the normal Sixt business opening hours does not constitute the end of the rental period or the end of your rental agreement. You will remain liable for any damage caused to the vehicle, until a Sixt employee takes possession of the vehicle and key or until the Sixt location opens. This service is offered for our customer's convenience, but whilst providing this service we still need to ensure that damage is still accurately logged to the correct renter. We advise that, if possible, you check over the vehicle and take images to confirm the condition the vehicle was left. The vehicle will be inspected by the branch within four hours of the branch opening when the vehicle is dropped off out of hours. This is to ensure Sixt employees have time to clean any dirty vehicles and check them over. We allow you to return the vehicle out-side of normal working hours, subject to out of hours facilities being available at the branch. This can be done by depositing the keys in a drop box or handing them in at a hotel reception, this needs to be agreed with a Sixt employee in writing, prior vehicle return.

- 4.10. If the vehicle is returned without its accessories, keys or key remote, you will be invoiced for the cost of the replacement and you may be charged for any loss of applicable rental days we would have lost due to you failing to return the accessories, keys or key remote.
- 4.11. Under no circumstances will Sixt accept any liability for items that may have been left in the vehicle at the end of the rental.

5. Your responsibilities:

- 5.1. You will be responsible for the vehicle during the entirety of your rental period, whilst out of our possession.
- 5.2. You or any other approved driver must not:
 - 5.2.1. Use the vehicle for any illegal purpose.
 - 5.2.2. Overload the vehicle.
 - 5.2.3. Use the vehicle whilst under the influence of alcohol or drugs.
 - 5.2.4. Use the vehicle if you may reasonably be considered to be unfit to drive it.
 - 5.2.5. Use the vehicle for racing, speed testing or teaching someone to drive.
 - 5.2.6. Use the vehicle for carrying fare-paying passengers.
 - 5.2.7. Drive the vehicle outside England, Scotland, Wales and Northern Ireland, unless we have given you written permission to do so. When taking our vehicle overseas (after obtaining permission from Sixt to do so) additional charges will be applied to cover the cost of Continental Breakdown as well as our standard Foreign Usage charge, further details can be found at:
<http://www.sixt.co.uk/rental-services/rental-information>
 - 5.2.8. Drive a minibus (15 or 17 seats) outside England, Scotland, Wales and Northern Ireland (General Terms and Conditions of Rental).
 - 5.2.9. Where the vehicle is a commercial vehicle, use it for a purpose for which you need an operator's licence if you do not have one.
 - 5.2.10. Carry more passengers than the vehicle was manufactured to legally carry.
- 5.3. You must look after the vehicle and the vehicle's keys at all times. This includes taking all security precautions and safety measures:
 - 5.3.1. You must always lock the vehicle when you are not using it and use any security device fitted to or supplied with the vehicle.
 - 5.3.2. You must park the vehicle in a reasonable, secure place when not in use and with due care.
 - 5.3.3. You must ensure when leaving the vehicle you take the keys with you at all times for security purposes. Some of our vehicle are fitted with automatic locking devices, which will work even when the keys are inside. Please ensure you ask the branch staff if you are unsure of the locking mechanisms, as you may be charged to recover the keys and any associated costs if the keys are locked in the vehicle.
- 5.4. You must always protect the vehicle against foreseeable bad weather, which is likely to cause damage to the vehicle.

- 5.5. You must not allow the vehicle to be used for pushing or towing another vehicle (except those vehicles equipped by Sixt with a towing-hook; maximum load 1000 kg), or exceeding the authorised load weight.
- 5.6. You must not transport any flammable or dangerous goods, as well as toxic, corrosive, radioactive, or other harmful substances, that is illegal or will be a risk to the vehicle or the passengers.
- 5.7. You must not use the vehicle to transport any items that have a smell, odour or due to the nature of its condition, has the likelihood to affect or harm the vehicle, in a way that might cause Sixt to lose time or money, in preparing the vehicle back to its original state.
- 5.8. You must not drive or use the vehicle on road surfaces that could put the vehicle's wheels, tyres or the under body mechanics at risk of repair.
- 5.9. You must make sure that you use the correct fuel for the vehicle.
- 5.10. You are responsible for any damage to the vehicle caused by hitting any overhead or overhanging objects or spanning constructions.
- 5.11. You are responsible for any damage to the vehicle caused by hitting low-level objects.
- 5.12. You must not sell, rent or dispose of the vehicle, or any of its parts. You must not give anyone any legal rights over the vehicle.
- 5.13. You must let us know as soon as possible when you become aware of a fault or any damage with the vehicle.
- 5.14. You must bring the vehicle back to the branch you hired it from or another branch we have agreed to. You will remain responsible for the vehicle and the condition it is in until you return it to our branch, where the keys must be given in to the Sixt counter representative. Upon return, the vehicle will be re-inspected by one of our members of staff and its condition checked. You must tell us of any fault or damage to the vehicle that has incurred during your rental/possession.
- 5.15. You are responsible for any under body damage.
- 5.16. You must not exceed any mileage limitation advised by us, to you, during the period of the rental contract; otherwise a charge may be applicable.
- 5.17. You must ensure at all times that only an approved valid driver named on the Rental Agreement drives the vehicle.
- 5.18. On receiving or collecting the vehicle, you must inspect it and any accessories (for example satellite navigation) you have agreed for us to provide you with, to ensure you are totally satisfied with their condition as printed on the Rental Agreement. If you are not satisfied in any way with either the vehicle or the accessories, you must let the Sixt staff know before you take the vehicle or accessories away.
- 5.19. You are responsible for ANY damage caused to the tyres on the vehicle. Damage may be caused by driver error, fault or otherwise, including blow-outs, punctures, flat tyres, and tears in the rubber. Please ensure, if possible, you inspect the tyres prior to the commencement of your hire.

In the event of a tyre becoming damaged you will be liable for the cost of the repair or the replacement of the tyre (which will be replaced in-line with the manufacturer's specifications). Our charges will included the cost of the call-out by our breakdown company up to the cost of your excess plus our standard administration fees for dealing with the incident.

We supply our vehicles as they were provided by the manufacturer and a spare tyre or equipment to change the tyre does not come as standard. If a spare tyre is available in the vehicle, we cannot be held responsible for any loss, injury or damage caused by

replacing this. We provide a 24 hour helpline to assist you if tyres do become damaged. If you do replace the tyre and this is not to manufacturer's specifications, we reserve the right to replace the tyre with a new one and charge you up to the cost of your excess plus our standard administration fee. If you have elected to take a zero excess, we will not reimburse the cost of any replacement tyres unless authorisation has been given for works to be carried out. You must inform us if you do replace the tyre with the spare or a new one on return of the vehicle to our rental location.

- 5.20. You are responsible for ANY damage to glass on the vehicle unless covered under our Glass Protection Programme. This includes chips and cracks, whether caused by driver error, driver fault or otherwise. This includes stone chips, cracks and breakage of glass in either front or rear windscreen, passenger (near-side) or driver-side (off-side) windows and all mirrors. If possible, please ensure you inspect the glass prior to the commencement of your hire for any damage. In the event of glass or mirrors becoming damaged you will be liable for the cost of the replacement of the glass (which will be replaced in-line with the manufacturers specifications). We may also include the cost of the call out and labour costs up to the cost of your excess plus our standard administration fees for dealing with the incident.

6. Maintenance / Mechanical Problems:

You must not let anyone work on the vehicle without our permission. If we do give you permission, we will only give you a refund if you have a valid receipt for the work. If we do not give you permission, we will collect the vehicle and carry out any necessary repairs. You are responsible for carrying out any usual maintenance checks (i.e. engine oil level, tyre pressures, air pressure etc.) that any reasonable careful vehicle user would. You must respect the maintenance cycle of the vehicle. You must stop the vehicle if any of the instrument panel warning lights (which are intended to indicate the existence of a mechanical problem) light up or if you become aware of anything else, which may indicate the presence of a mechanical problem with the vehicle. If the odometer has stopped functioning for any reason other than a mechanical failure, you will be required to pay a distance charge according to the rates in force in the applicable Country of rental.

7. Breakdown Assistance:

For the duration of the rental, as agreed with Sixt, you will have the benefit of our Breakdown Assistance Service. Charges may apply to use this service, if the attendance is a result of an incident or accident, which you are responsible for under our terms and conditions or in the event that a breakdown is caused by negligence or customer fault. Customer fault would be classed as avoidable events such as a dead battery, due to lights being left on, loss of keys or the incorrect fuel being put in a vehicle. The charge will include the cost of the damaged item, callout, labour costs and recovery fees and any other associated cost of your excess plus our standard admin fee. This will be up to the cost of you liability under the Damage Protection Programme. We will charge you in full for all costs if the damage is caused by negligence (Please refer to Section 12 for details). In order to benefit from this service you must contact our twenty four hour hotline number.

Please note: If you do not contact the Breakdown and Assistance Service and you initiate steps or make disbursements without the prior consent of Sixt, you will not be able to claim for the reimbursement of such expenses.

8. Our responsibilities:

- 8.1. We have maintained the vehicle to at least the manufacturer's recommended standard. The vehicle is roadworthy and suitable for you to use at the start of the rental period.
- 8.2. We are responsible if someone is injured or dies as a direct result of our action or failure to act.
- 8.3. We can be responsible for any direct and foreseeable reasonable loss, as a result of us breaching this agreement.
- 8.4. We will not be responsible for any indirect or unforeseeable consequential loss, as a result of us breaching this agreement.
- 8.5. If you are a business, we are not liable to you or your business (whether in contract or tort (including without limitation negligence) or otherwise responsible for any loss of profit, business contracts, revenues, anticipated savings nor for any indirect or unforeseeable consequential damage of any kind.
- 8.6. If you are a business, our liability to you (whether in contract or tort, including without limitation negligence) shall be limited to the rental charge you are required to pay us under this contract (or the minimum the law requires, whichever is less).

9. Property:

We are only responsible for loss or damage to property in the vehicle if the loss or damage has been caused by the result of our negligence or if we have breached the conditions of our agreement. You are responsible for removing your personal belongings from the vehicle at the end of the rental period. We will not be not responsible for any items that you leave in the vehicle. Where you have left items in the vehicle, we may agree to keep them for you to collect within a reasonable time and we may charge you a reasonable fee for storing the item(s).

10. Conditions for vehicle use:

The vehicle must only be driven by an approved driver in compliance with the preconditions stated in the Sixt Rental Information of the United Kingdom / clause 1. The minimum rental age is 21 (twenty-one) years old. A young driver surcharge will apply for all drivers under the age of 25 (twenty-five) years. Anyone driving the vehicle must have a full driving license that is valid in the European Economic Area for the type of vehicle you are renting.

11. Charges:

We calculate our charges using our current price list. You will be responsible to pay the following charges:

- 11.1. The rental and any other charges calculated according to your Rental Agreement.
- 11.2. The amount of any loss or damage resulting from you not adhering to the responsibilities as stated in the relevant clause of these T&C's.
- 11.3. Sixt operate a full to full fuel policy, meaning that any vehicle received should have a full tank of fuel and be returned the same way, in order to prevent refuelling charges. On occasions, where providing a vehicle with a full tank of fuel has not been possible we expect the vehicle to be returned with the same level of fuel it had upon receipt. . If returned with less fuel than received, the missing quantity of fuel will be charged according to the current rates and also an additional refuelling service charge, which is non-negotiable. If you drive less than 50 miles, we will ask you to bring the fuel receipt from the petrol filling station.
- 11.4. A mileage charge if you exceed any mileage limitation advised by us, to you, during the rental contract.
- 11.5. 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. In order to reduce the risk of a charge escalating Sixt reserve the right to pay the authority or company in full to settle the matter. Any cost to Sixt will be recharged via the method of payment in the rental agreement along with an administration fee. In the event liability of any charge is transferred, you are responsible for paying the appropriate authority or company for any charges and costs if and when they ask for these payments. An administration fee payable to Sixt will also apply in these instances.
- 11.6. If you are a business the full cost of repairing or replacing the vehicle, (if and when we demand it), where the vehicle is damaged in any way, lost or stolen (even if it is not your fault, but was at the time the incident happened, under your responsibility) or a claim is made by another party. This will depend on any protection you have, as referred to in the relevant clauses on these T&C's.
- 11.7. The reasonable cost of repairing any damage to the vehicle which was not noted at the start of your Rental Agreement, whether you were at fault or not (depending on whether we breached any of our responsibilities). You will also be responsible for paying the reasonable cost of replacing the vehicle if it is stolen or written off, whilst under your responsibility, depending on any protection you have, if and when we demand this payment.
- 11.8. The full cost of cleaning the vehicle if it requires this when you return it, to get it back to the original state of condition for rental, because our standard level of cleaning was not adequate.
- 11.9. A loss of income charge, if and when we demand it, should we not be able to rent out the vehicle because it needs to be repaired, due to a fault of yours or if it cannot be repaired or it has been stolen and we are waiting for a replacement vehicle.
- 11.10. We will only charge you loss of income if we cannot get back our losses under the damage protection programme, as explained in the relevant clause of these T&C's. We will charge you at the published daily or hourly rate, never in excess of 30 days. We will always do everything we can to make sure the vehicle is repaired or replaced as soon as possible.

- 11.11. Any charges arising from any Government body (such as Customs and Excise), where they seize the vehicle, due to any fault of yours. Also a charge for any loss of income, due to the fact we cannot rent out the vehicle for this reason, when we demand this payment.
- 11.12. Any published rates for delivering and collecting the vehicle, a charge for an extra driver, young driver surcharge or returning the vehicle late and charges for accessories such as child seats, navigation systems and other similar extra items.
- 11.13. Interest which we will add every day to any amount you do not pay us on time, at the rate of 4% a year above the base lending rate of Barclays Bank from time to time.
- 11.14. Value added tax (VAT) and all other taxes on any of the charges listed above, as appropriate.
- 11.15. In the event of legal action against you for any breach of your payment obligations, the costs under the earlier charges clause in these T&C's will not apply and we will then charge you all costs allowed by the court, where an award is made in our favour.
- 11.16. If you are a business and we allow you to pay us on credit, payment will be due on the 25th day of the month after the date of issue of the invoice.
- 11.17. You are solely responsible to us for all charges even if you have asked someone else to be responsible for them.

Please Note: The only debit cards accepted are those issued in the United Kingdom and there is a minimum deposit of £250.00 plus the rental price and any additional charges required. The minimum amount of authorisation for credit cards will be determined by multiplying the rate by the rental period reserved by you and other relevant charges and the additional security deposit. The amount is not debited. It is held on the cardholder's bank account until the final rental charge amount is debited. When the vehicle is returned, the invoiced amount will be charged to the credit card provided, unless you present another form of payment.

In some countries and for some credit card types, Sixt offers a dynamic currency conversion (DCC) option to be selected at pick up time only. In such a case, you have the choice at the start date of the rental to elect to pay in either the currency of the country's rental (Rental Currency) or to pay in your own credit card billing currency. If the payment is made in the cardholder's billing currency, Sixt will convert the invoiced amount from the rental currency to the cardholder's billing currency.

If for whatever reason the conversion cannot be processed by Sixt, or is declined by the cardholder at the time of rental, or when this DCC option is not available in the country, the transaction will be submitted in the rental currency, to the cardholders billing currency.

The tariffs applicable to the rental, to the additional services, and to the optional covers or protections are those, which are in force on the date of issue of the rental agreement, and correspond to the characteristics you originally indicated at the time of reservation (vehicle type rental, duration, return branch location). Any modification in the characteristics will entail the use of an appropriate alternative tariff.

Invoice: You agree that Sixt invoices will generally be sent electronically to the invoice recipient given. You comply with the procedure, that you will not receive paper invoices any longer. Instead, Sixt will send an electronic invoice, meeting the statutory provisions, to the e-mail address provided. You can object the consignment of electronic invoices at any time. In this case, Sixt will perform paper based invoicing. You are obliged to bear the additional costs for the paper-based consignment of the invoice and for the postage in that case.

You are responsible for being able to receive electronic invoices or, if agreed accordingly, to collect them electronically. You are accountable for malfunctions of the receiving devices or any other circumstances that hinder the access to the invoices. An invoice is received as soon as it entered your domain. If Sixt just sends a note and you can retrieve the invoice by yourself or if Sixt makes the invoice available for retrieval, the invoice is received when it was fetched by you. You are accountable for retrieving the provided invoices in reasonable intervals.

If an invoice is not received or cannot be received, you shall notify Sixt immediately. In this case, Sixt will re-send a copy of the invoice and dub it copy. If the malfunction in the possibility of transfer cannot be resolved promptly, Sixt may send paper invoices until the malfunction has been solved. Sixt bears the costs for the consignment of paper invoices in this case. If Sixt provides you with login data, user name or password, those have to be secured from unauthorised access and kept strictly confidential. In case you take note that unauthorised persons gained access to this information, you shall notify Sixt of it immediately.

12. Our Protection Programme:

- 12.1. By signing the Rental Agreement you are accepting the conditions of our Protection Programme.
- 12.2. We will provide cover for loss or damage to the vehicle but there are damage deposit amounts, which you are personally responsible for. Depending on your age and the type of vehicle rented, it is possible to pay an additional amount to lower the damage deposit amount. The damage deposit amount you have to pay is shown on the front of the Rental Agreement.
- 12.3. We have a legal responsibility to have third party protection. This provides cover for claims made against you for the death or injury of the other party in an accident (unlimited liability). It also provides cover for damage to their property, (liability limited to £5,000,000 (five million pounds)). The hirer/ you, as the main driver, will be responsible for any costs in excess of this in respect of third party damage.
- 12.4. Under the Damage Protection Programme provided for your rental, we will not charge you the full cost for damage to, loss, malicious damage or the theft of the vehicle. You are only responsible for the damage to the vehicle, up to the amount of your excess (the liability on your rental contract) plus an administration fee. You have to pay the amount up to the damage excess amount every time you damage the vehicle plus an admin fee. This excludes negligence, which may result in you being charged in full. If our vehicle is damaged and we replace the vehicle with a new one, it is also subject to the same conditions terms and conditions which applied to the original vehicle. If you are involved in an accident, which you believe is someone else's fault (a Third Party), we will attempt to recover the cost from them. While we attempt to establish liability, we reserve the right to charge you the excess plus our admin fee and we will refund all or part of the damage excess if we are successful in recovering the costs. We may charge for any missing items that were included as part of your rental or were part of the vehicle, whether fixed or detachable as they are not included within the Damage Protection Programme.

PLEASE NOTE: WE WILL HOLD YOU FULLY RESPONSIBLE FOR ALL CHARGES IF THE DAMAGE, LOSS, MALICIOUS DAMAGE OR THEFT HAS BEEN CAUSED BY YOU OR YOUR APPROVED DRIVER UNDER THE FOLLOWING CIRCUMSTANCES:

- 12.4.1. Where you have breached the T&C's in this contract and/or not met the conditions for vehicle use.
- 12.4.2. You have not taken all reasonable care and security of the rented vehicle when driving it, parking it, or securely locking it.
- 12.4.3. You have used the wrong fuel for the vehicle.
- 12.4.4. Where you or any other approved named driver has used the vehicle for any illegal purpose or you have fuelled the vehicle incorrectly, these acts are excluded from our Zero Excess policy, meaning you will be charged accordingly for any costs that we incur as a result of these acts.
- 12.4.5. You have caused loss, damage or theft to the vehicle through your negligence or gross negligence or that of an authorised driver or any unauthorised driver, of which will affect any excess waiver you have taken out, this will render your excess waiver void, making you liable for any costs applicable.
- 12.4.6. Where malicious damage or loss is caused by the renter.
- 12.4.7. Where a vehicle is stolen, we will ask you to return the keys to our nearest branch. If it is found that the keys were not kept in a secure* place, we may charge you in full as negligence.

* Secure means in your control and cannot be taken by another person, without your permission. If you give the keys to another person not permitted to drive on the Rental Agreement and they take the vehicle, this would also be classed as a negligent act.
- 12.4.8. Where you have been involved in an accident and you have not immediately notified us of this. Notification must be in the form of a telephone call to our Sixt Breakdown Hotline number (0044 844 4993399) within 12 hours of the accident.
- 12.4.9. Where you have been involved in an accident and, if requested, you have not completed the online accident report form within 48 hours of receipt.
- 12.4.10. If you fail to put the hand-brake on while operating the vehicle and this results in loss or damage the vehicle or a third party.
- 12.4.11. If whilst operating the vehicle you disregard dashboard warning lights, which assist in informing you there is an issue with the vehicle.
- 12.4.12. If you cause mechanical damage to the vehicle, by inappropriate use. This would include clutch damage caused by incorrect use.
- 12.4.13. If it is a result of driving which contravenes the UK traffic laws. Examples of this include speeding or using a hand held mobile phone.

You will also be charged for the costs of any breakdown or assistance call outs unless specifically related to warranty issues. You will not be exempt from liability towards Sixt in the case of breach of contract. Therefore, you will be responsible for any financial loss Sixt suffers as a result of such breach and for any relevant claims made by other parties. You agree to pay any amounts Sixt incurs enforcing these terms.

13. Your own protection:

If you are a business and it is noted on the rental agreement that you must arrange your own Insurance protection cover for the duration of the rental, you must prove to us that the protection is valid and makes sure the protection remains valid whilst the vehicle is out of our possession. If we have agreed that you may return the vehicle outside of business hours for your convenience or at to another agreed location to our branch, your own Insurance protection must be valid until the vehicle is inspected by a Sixt Member of Staff. We will inspect the vehicle within four working hours of the end of the hire agreement, to allow time to clean and thoroughly check the vehicle. Until this inspection has been completed any loss, damage or theft damage remains the renter's responsibility. We have to agree to the amount of protection cover you arrange, the type of policy and the insurer you have chosen. We must be satisfied with the cover and policy conditions, and you must not change them during the rental period. We may ask your insurers to record our name as owners of the vehicle. You will be financially responsible for settling the full claim and paying all and any Third Party costs if the vehicle is lost, damaged or stolen.

14. In the event of an accident, theft, or confiscation:

If you have an accident you must not admit responsibility. You must get the names, addresses and contact details of everyone involved, including witnesses.

You must also:

- 14.1. Make the vehicle as secure as possible, free from further harm or danger.
- 14.2. Inform the police immediately if anyone is injured or there is a disagreement over who is responsible.
- 14.3. Call our breakdown assistance, the number of which is printed on the Rental Agreement. In case of accident with Third Party involvement, you need to contact our assistance line within 12 hours of the accident. In the event of measures by third parties, including attachment, confiscation, or impounding of the vehicle, you must immediately inform Sixt in writing. Sixt will then be entitled to take all measures, which it deems necessary to protect its rights. You will be liable for all damage, cost and/or expenses associated with the above measures and for any direct, indirect, or consequential damages (such as loss etc.) to the vehicle unless it is demonstrated that Sixt is directly responsible for such confiscation or impounding of the vehicle. Furthermore, the Rental Agreement may be automatically terminated as soon as Sixt is informed of such action by the legal authorities or by you.

In the event of theft of the vehicle, the rental agreement will be terminated as soon as Sixt has received a copy of the theft declaration made by you to the police authorities.

Furthermore, Sixt will have no responsibility for loss, theft, robbery, or damage of whatever nature relating to objects and/or utensils transported or which are found in the vehicle including, in particular, baggage, tools and/or goods.

15. Personal Data Information. General Terms and Conditions of Rental.

- 15.1. We will hold and use your personal information and, where relevant, your company and employee information in order to perform this contract with you. From time to time we

may make your personal information available to our group of companies for business administration purposes. We may also use such information to search the files of credit reference agencies who will record this search. This information will be used only to help make credit reference decisions or, occasionally, for fraud prevention or tracing debtors. If any identity- or credit-check fails based on the information you provided, we may not be able to insure you for our vehicle and therefore may refuse to rent to you if you cannot provide more information.

15.2. Sixt and its suppliers and partners, in common with other self-drive hire businesses, collects, processes and shares data relating to our customers and any claim or claims made by or against them arising out of the provision of vehicle rental services with other vehicle rental businesses, businesses within the insurance industry, the claims and accident management industry and suppliers of counter-fraud data mining and analytical services. In processing and sharing this data our aim is to help us to validate the information provided and for the detection, management and prevention of fraudulent claims. The data that we share will be held and utilised for the ongoing prevention detection and management of fraud within the insurance industry, claims industry and self-drive hire industry.

15.3. Signature of this contract acknowledges:

15.3.1. Your explicit consent to have your personal details including details of any criminal offences or alleged criminal offences transferred to the police and anyone injured by you whilst you were in a vehicle rented from Sixt Kenning Limited.

15.3.2. Your explicit consent to have your personal details including details of any criminal offences or alleged criminal offences transferred to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors, protection underwriters (CUE database), and the British Vehicle Rental and Leasing Association (BVRLA) which can share your personal information with its members to prevent crime and protect its assets, as allowed under the Data Protection Act, if you breach any of the conditions of this contract.

15.3.3. We will provide a vehicle which may be fitted with telemetry systems similar devices that will track the vehicle location and / or will be used as a tool for measuring how our vehicle is being operated. We will only have access to specific journey information when our vehicle is being operated outside the terms of our agreement with you or the law. We may contact you in the event that the device indicates that you may be breaking the terms of our agreement or the law. We may ask you to modify your driving behaviour or that of any named driver and we reserve our right to terminate our agreement with you and seek compensation from you.

Please notice:

Vehicles or vehicle key rings may contain radio-Frequency identification-chips (RFID) for internal organization purposes.

16. Termination of the T & C's / Contract.

16.1. **If you are a consumer (customer) / individual (not a business), we will end this contract straightaway where:**

- 16.1.1. We have reasonable grounds to believe that you might be insolvent and we reasonably believe that you will not be able to pay your invoice or debts when they become due.
- 16.1.2. If you commit a breach of the conditions of this contract that relate to you as a consumer.

16.2. If you are a business, we will end this contract straightaway where:

- 16.2.1. We have reasonable grounds to think you are insolvent or you go into liquidation or you call a meeting of your creditors.
- 16.2.2. If it comes to our attention that any statement you made for obtaining protection in respect of the vehicle was not true or accurate.
- 16.2.3. You do not meet (or breach) any of the conditions of this contract.

If we terminate the contact, it will not affect our right to receive any monies we are owed under any existing rental agreements. We can also claim extra monies from you, if you do not meet or breach any of the T&C's of this contract. We can also repossess the vehicle and where this is carried out, we will do so in a manner that is not or unlikely to be riotous or to cause a breach of the peace. If we repossess the vehicle, you must pay any reasonable loss, or expenses and costs involved in our doing so. We will endeavour to do everything we can to make sure we keep any expenses and costs as reasonable as possible.

17. Governing Law.

This contract is governed by the laws of the country in which it is signed. Any dispute may be settled in the courts of that country. This agreement contains all the conditions which we have agreed and replaces any written or verbal agreements we have with you.

18. Contracts (Rights of Third Parties) 1999

Any person(s) who is not a party to this contract cannot enforce any of our responsibilities under this contract.