

## Terms of Rental Agreement / General Terms Conditions

### **1. The general basis of this rental agreement comprises the contractual conditions listed below.**

Oral agreements have no validity. The vehicle is rented solely for use on the Canary Islands, where the offices of the rental company are located, from which the renter rented the vehicle. Travel between islands is permitted only with the express prior written approval of the rental company. The vehicle is the property of Street Buggy Canarias S.L. By signing the agreement, the renter acknowledges that he is able to operate the vehicle properly, and is aware of the associated risks and duty of care, and that the vehicle was rented in good and roadworthy condition. This applies also to accessories and/or attached parts that were also rented, such as helmets, keys, theft protection, first-aid boxes etc. Any deficiencies or accident damage to the vehicle must be reported in writing when accepting the vehicle.

Vehicles may only be rented if the driver holds a Class B or 3 driving licence (or any other licence that includes Class B or 3). Class A (A1) or 1 (motorcycle) driving licences for example are not permitted for use of this vehicle! Agreed rentals (by telephone, fax, e-mail, Internet) are binding following confirmation. If the renter cancels the lease, the rental company is entitled to 50% of the rental price for the agreed time period in respect of lost income. The rental company does not need to provide evidence for the lost income.

### **2. Requirements for Rental / Persons authorised to drive**

When signing the agreement the renter or the person(s) authorised to drive the vehicle must provide the rental company with the following :

Valid identity card(s) or passport(s) (passport must contain an official stamp). Valid Class B or 3 driving licence (or other driving licence that includes Class B or 3). Vehicles are only rented to persons and may only be operated by persons who are at least 19 years of age, and have been in possession of a valid class 3 or B driving licence for at least 1 year. The vehicle may only be driven by the drivers stipulated in the rental agreement. The renter must operate the vehicle as though it were their own car. All conditions of this rental agreement that pertain to the renter also apply to the relevant authorised driver. The rental company is entitled to make copies of the documents provided and keep these for 3 months. The rental company may ask the renter to provide proof of his hotel/lodgings during the period of vehicle rental.

### **3. Rights, Obligations, and Liability of the Renter/Driver and Usage of the Rental Vehicle**

There is no legal claim covering a rental agreement.

The prerequisite for driving the rental vehicle is the possession of the driver's licence mentioned in Point 2 as well as the mental and physical fitness of the renter to operate the vehicle. Third parties may not drive the vehicle (even for short periods) unless this has been authorised in writing. The renter must drive the vehicle carefully, and observe all technical regulations, operating instructions and traffic laws. This includes monitoring the safety of the vehicle (checking oil and water levels, tyre pressure, brake function, drive chain etc). The renter is liable without restriction for all offences and damages caused by the renter during the rental period, including all costs and penalties arising from them. In the case of damage to the vehicle, loss of vehicle or breach of rental agreement, the renter is liable according to the general liability regulations. The vehicle may only be driven on public roads and highways. Off-road use is strictly forbidden. The renter may not operate the rental vehicle to taxi people for profit, or to use the vehicle in road races or sporting events or similar. Vehicle parts must not be manipulated, especially those parts that control speed, mileage, and/or performance data. If such manipulation is detected, a fee of €500 shall be levied. If any damage occurs, the rental company must be informed immediately for the purpose of repairs. The renter is liable for the full amount of all damages that are not covered by the vehicle insurance.

### **4. Specific Obligations in the Event of Accident, Theft, Fire, Inoperability**

In the event of accident, theft, or fire, the renter must inform the rental company immediately, and provide a true written account of the incident within two days. In all cases, the renter must inform the police, and provide a statement to the police of the incident. This also applies in the case of accidents with minimal damage or if no third parties were involved. The renter is liable to the rental company in the full amount if he or the driver is in breach of these obligations. In the event of inoperability on a free road, the driver must take all measures possible to secure and watch over the vehicle.

### **5. Protection of the rental object against damage / theft**

The renter is obliged to ensure that vehicle is correctly parked when not in use. Under no circumstances must the vehicle be parked with the key left inside it even for a short period of time. In addition, the renter must take all reasonable precautions to protect the vehicle from damage and theft. In the event of theft, if the renter is not able to produce the key for the vehicle that was given to him, he is liable in the full amount for all costs arising from the return of the vehicle or purchase of a new vehicle

### **6. Rights, Obligations, and Liability of the Rental Company**

The rental company reserves the right to decline any vehicle rental without reason. The rental company accepts no responsibility for personal injury. The rental company shall provide the renter with a rental vehicle in excellent operational and road-worthy condition including a certificate of roadworthiness and an ignition key. The rental company shall only acknowledge prior damage if this was identified in writing when the renter accepted the vehicle. The rental company may demand a deposit before handing over the rental object in the amount specified in Euro in the rental agreement, which shall be returned to the renter when the rental object is returned according to the conditions in the rental agreement. If the vehicle proves not to be in the condition stipulated in the rental

agreement, the rental company may use all or part of the deposit to return the vehicle to the condition as stated in the agreement. The rental company is not obliged to inform the renter of this in advance. An invoice of the used deposit will be provided to the renter. The portion of the deposit that was not used shall be returned after the vehicle has been restored.

#### **7. Rental prices**

The rental price shall be as agreed in the rental agreement. The rental price includes vehicle liability insurance and full comprehensive insurance (if full comprehensive insurance was paid for as extra in the rental agreement) and the current legal value-added tax/IGIC. Fuel and lubricants required during the rental period are at the cost of the renter. The rental company may ask for a deposit at the time of renting if agreed in the rental agreement. This deposit will be returned to the renter if the vehicle is returned in proper condition including all the rented accessories. The rental company is entitled to make all deductions necessary from the deposit according to Point 10.

#### **10. Rental Period/Return**

The renter agrees to return the vehicle to the rental company on the date agreed in the rental agreement (day, time, location) in the state in which the vehicle was provided to the renter by the rental company. If the rental object (rental vehicle, and any accessories or parts, including vehicle documents, keys, helmets etc.) is not returned in proper condition and/or on the proper date at the agreed location, the renter is obliged to pay the rental company any resulting damages. If the vehicle is not returned in a clean condition, the rental company shall charge the renter a fee of € 15. If the vehicle documents or key are lost the renter must pay for the cost of a replacement, at least € 40.

#### **11. Late Return**

If for any reason the renter is not able to return the rental object on time, the rental company must be informed immediately by telephone. The rental company is entitled to charge the full hour tariff of € 29 for every half hour after the agreed return time.

#### **12. Early Return**

If the rental object is returned before the agreed time, the renter is not entitled to any refund.

#### **13. Reservation**

You can rent a vehicle by e-mail, Internet or by faxing reservation form. The rental company shall provide a rental agreement with a written confirmation of dates. If the renter cancels the agreement, the following proportion of the estimated total amount according to the reservation must be paid by the renter:

Cancellation 8-14 days before the first rental day = 20%

Cancellation less than 8 days before the first rental day = 40%

If the vehicle is not collected, the renter is not entitled to a refund. Differential costs will be billed and must be paid immediately.

#### **14. Overview Clause and Closing Conditions**

The headings serve only to provide a clearer overview and do not have any material meaning, especially not those of a final condition. All the previous conditions apply to the renter and also the person(s) authorised to drive the vehicle. If a condition of the agreement becomes completely or partially ineffective, this does not affect the validity of the remaining conditions. The contractual parties are obliged to replace the ineffective condition with conditions that closely match the purpose of the ineffective condition. The place of delivery and jurisdiction are the offices of the rental company.

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