

Truché! Tour Support

General rental conditions

SEPTEMBER 2011

Definitions:

It is understood that the following terms are defined as follows:

Vehicle: the vehicle or other object, which is the subject of the rental agreement;

Tenant: the natural person or legal person who enters into the rental agreement as tenant;

Lessor: the natural person or legal person who enters into the rental agreement as lessor;

Customer: the tenant, who is a natural person and has not entered into the rental agreement in pursuance of one's profession or company;

Damage: the financial loss the lessor suffers directly or indirectly as a result of:

- damage or absence of the vehicle or parts of it, or of another object owned by the lessor. This damage includes the costs to repair or replace the vehicle and the subsequent loss of rental income;
- damage inflicted to a person or property with or by the vehicle, of which the lessor, the person owning the registration certificate or the liability insurer of the car is responsible.

Driver: the actual driver of the vehicle.

These general conditions replace all previously published general conditions.

Article 1: Establishing the rental price and the duration of the rent

1. The tenant should check properly whether all damages on the claim form are noted down before signing the rental contract.
2. The rental agreement will be signed for the period and rate mentioned in the agreement or otherwise agreed upon by letter. Only after permission granted by the lessor, the tenant is allowed to return the vehicle at a time outside the lessor's opening hours. In that case, the tenant remains responsible for all damage caused up to the moment when the lessor has received and inspected the vehicle or got it inspected;
3. Establishing the amount of kilometers driven happens on the basis of the odometer. If the odometer breaks down, the lessor should be informed immediately.

Article 2: Extension of the rental period

The tenant is obliged to return the vehicle (at the latest) on the day and time when the agreement expires, to the company and address mentioned in the rental agreement, unless the agreement has been extended in the meantime.

Article 3: Exceeding the rental period

If the vehicle is not returned to the lessor or, with permission from the lessor, to a third person within the (possibly extended) period mentioned in the rental agreement, the lessor has the right to withdraw the vehicle at once. The tenant's liabilities arising from this agreement remain valid until the vehicle has been returned to the lessor, provided that, until that moment, the tenant owes the lessor a sum of € 50,- per day (excl. VAT) in addition to the rental price, of which part of a day counts as an entire day, without prejudice to the tenant's duty to compensate for the damage the lessor suffers. This increase of € 50,- per day will not count if the tenant can prove that exceeding the rental period was caused by force majeure. Furthermore, if the tenant does not ask permission to extend the rental period and the lessor fails to reach him by telephone, the lessor has the right to localize the vehicle by satellite technique and withdraw it. Costs are at the expense of the tenant.

Article 4: Cancellation

Cancellation of the rental agreement is not possible, unless a cancellation regulation has been agreed upon by letter. If the vehicle is returned earlier than the expiration date of the rental period, a 50% discount will be calculated of the daily price for each day the vehicle is returned earlier.

Article 5: Payment

1. The debts of the tenant are debts payable at the address of the lessor. Before the rental period starts, a prepayment of the rental price or deposit can be desired. If the sum paid in advance exceeds the rental sum that is due, this sum will also include all other sums the tenant possibly owes the lessor. The deposit concerning the own risk excess will not be returned as long as the vehicle has not been returned. In case of damage, the deposit concerning the own risk excess will not be returned until it is clear that the extent of damage does not exceed the sum of the excess, after which the deposit concerning the own risk excess minus the claim will be returned at the most.
2. The lessor always has the right to demand certainty of payment from the tenant, at the start of the rental period and when it is possibly extended.
3. Payment needs to be done immediately after expiry of the rental period, unless agreed otherwise. If the tenant does not pay on time, he is in default by law. From the default date onwards, the tenant owes the legal interest increased with 2% on a yearly basis over the unpaid amount, of which part of a month counts as an entire month.
4. If the tenant still fails to pay the amount due after injunction, he should compensate for collection costs. Collection costs include all costs the lessor should pay in order to collect the amount due with a minimum of 15% of the amount due or, if the amount due is lower than € 500,- (excl. VAT), with a minimum of € 75,- (excl. VAT).

Article 6: Costs concerning the use of the vehicle

During the rental period, costs concerning the use of the vehicle, e.g. tollage, cleaning and parking are at the expense of the tenant. Fuel costs are also at the expense of the tenant.

Article 7: Use of the vehicle

1. The tenant should handle the vehicle carefully and make sure it is used according to its possibilities.
2. The tenant is obliged to return the vehicle to the lessor in its original state.
3. People who are indicated as drivers in the rental agreement, possibly also in the capacity of tenant, are exclusively allowed to drive the vehicle. Each driver should include a copy of the valid driver's license when the rental agreement is signed. The tenant is not allowed to pass the vehicle on to a person who is not indicated as driver on the first page of the rental contract. In case of damage, all costs arising from this damage can be recovered from the person who is responsible for letting the vehicle be driven illegally, including the insurance company who has paid the damages to the counterparty.
4. The tenant needs to ensure that all drivers have the capacity and the physical and mental constitution to drive the vehicle properly and have held their driver's license for at least one year. If this is not the case, article 7 section 3 will apply if damage occurs by one's own fault.
5. The tenant can only rent out the vehicle if given written permission by the lessor.
6. The tenant is not allowed to involve third parties in the car rental or tend to do this.
7. If the tenant loses authority of the vehicle, he needs to inform the lessor immediately.
8. The tenant is not allowed to bring animals in the vehicle or use the vehicle for driving lessons, races or tests concerning speed, driving proficiency or reliability.
9. If the tenant wants to cross the border with the vehicle, he needs to inform the lessor with reference to satellite control by the lessor. If the border is crossed, the lessor will get a signal and the police and/or security company can be called in if the lessor is suspicious.
10. The tenant should keep all car liquids and tire pressure at the right level.
11. The tenant is obliged to return the vehicle clean. If he does not live up to this requirement, he may be charged with a minimum of € 25,- (excl. VAT) cleaning costs.
12. The tenant should fill the car up with the proper fuel, if not the costs will be passed on to the tenant.
13. In case of damage or malfunction of the vehicle, the tenant is not allowed to use the vehicle if this aggravates the damage or malfunction or reduces traffic safety.
14. In case of any occurrence that may lead to damage, the tenant is obliged: -to call the lessor immediately; -to follow up the lessor's instructions; -to call the police on the spot; -to provide, whether asked for or not, the lessor or his insurer with all information that is relevant to the occurrence; -to hand in a complete and signed damage claim form to the lessor within 48 hours. If any damage, to which one is clearly guilty, is not reported, the insurance company has the right to charge the tenant with the costs; -to refrain from admission of guilt in any way; -to make sure the vehicle is not left behind without protecting it against the risk of damage or absence; -to give assistance to the lessor and other persons consulted by the lessor in order to acquire compensation for third parties or to defend against claims by third parties.
15. The tenant is obliged to inform the driver, passengers and other users of the vehicle about the commitments and prohibitions of this article and should make sure they are kept.

Article 8: Tenant's liability in case of damage

1. Unless indicated otherwise in the damage registration made up before departure, the tenant is considered to have received the vehicle without visible malfunctions or damages.
2. The tenant is responsible for all damage caused by any occurrence during the rental period or damage that is otherwise related to the car rent, in compliance with the following.
3. If an own risk excess has been agreed upon in the rental agreement, the liability of the tenant for damage is limited to the sum of the excess per case, unless: -damage is caused on purpose, through evident negligence or carelessness by the tenant. So if the key gets lost or is left behind in the car and the car gets stolen, the insurance company will re-claim all damages. If it is clear that one has driven too fast or dangerously, the damage will be recovered from tenant and/or driver. An insurance fraud expert will always check whether there is foul play if the damage is above € 1500,-. If so, article 7 section 3 will apply.
 - the damage is caused during or as a result of acting or neglecting contrary to article 7;
 - the damage is caused deliberately, with permission of or gross negligence by the tenant;
 - the vehicle has been rented to a third person, also if the lessor has given permission to that;

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- it concerns damage as a result of any disadvantage inflicted upon others by or with the vehicle, and the third-party insurance that has been entered into for the vehicle does not provide coverage on the basis of breaking any rule from the policy conditions. The policy conditions are available for perusal at the lessor and will be sent freely at the request of the tenant;
 - the damage has been caused by absence of the vehicle and the corresponding car keys or the controls of the alarm installation or the papers that belong to the vehicle (such as the registration certificate and customs papers) that have not been handed in to the lessor.
4. If, by virtue of an insurance agreement signed, whether or not compulsory, by the lessor against the risk of accidental damage or against the risk of third-party liability, a payment is provided to the lessor or a third person, this will leave the tenant's liability unimpeded.
5. Contrary to the agreed own risk excess, a high excess applies:
- a maximum of € 2000,- for the tenant who is customer;
 - a maximum of € 5000,- for the tenant who is not customer.

For damage caused by damage of, or inflicted with, any part of the vehicle at more than two meters above the ground, or inflicted with any part of the load that is situated above that height. If the vehicle is a van, truck or camper, the aforementioned high own risk excess also counts for damage caused by damage of, or inflicted with, any part of the vehicle or load, which is situated less than two meters above the ground and within a distance of 75 cm from the upper side of the vehicle or the load that extends above it, provided that the damage is probably caused by a collision with that part of the vehicle or load.

6. If the damage is caused by any disadvantage inflicted by or with the vehicle, the extent of it is decided beforehand on the basis of the compensations directly provided to the victim, possibly increased with other damage of the lessor.

7. Damage as a result of the impossibility of renting the vehicle during the repair or replacement time is decided beforehand on the basis of the number of days necessary to repair or replace the vehicle, multiplied by the rental price per day, and minus 10% related to the saving of variable costs.

8. In case of damage abroad, the costs for the repatriation of the vehicle are at the expense of the lessor, unless a circumstance described in section 3 of this article applies.

Article 9: Repairs and overhauling

1. The costs for repair work and overhauling necessary during the rental period are at the expense of the lessor, unless these costs are at the expense of the tenant according to any condition of this agreement or the law.

2. Overhauls and repair work need to be carried out by the lessor's company. If this is impossible, these proceedings should be performed by a service station that is part of the dealer network of the importer of the concerning brand. Repairs and overhauls may not be carried out without the lessor's permission; otherwise the costs are at the expense of the tenant. When permission is granted by the lessor, the repair and maintenance costs paid by the tenant will be compensated by the lessor if the tenant can show him the specific bill and payment confirmation. At the request of the lessor, the tenant should, in case of repairs, hand in replaced parts and the invoice to the lessor, otherwise the costs will not be compensated by the lessor.

Article 10: Technical malfunctions to the car.

1. If proceeding by car is impossible because of a car defect that was already present at the start of the rental period, the tenant is entitled to get substitutive transport according to the lessor's valid regulation. If continuation is impossible for another reason, the tenant does not have the right of substitutive transport. The lessor is not liable for other consequences of the impossibility to continue driving.

2. The lessor is never liable for damage of objects transported with the vehicle, no matter how the damage was caused. The tenant is considered to enter into an insurance contract, also when he is a consumer.

Article 11: Sanctions and measures imposed by the government.

All sanctions and consequences of measures related to the use of the vehicle that are imposed by the government are at the expense of the tenant, unless these are related to a car defect that was already present at the start of the rental period. If these sanctions and measures are imposed on the lessor, the tenant is held to indemnify the lessor at his request, in which the tenant has to pay additional collection costs with a minimum of € 25,- (excl. VAT). If the lessor has to provide the authorities with information related to the tenant's behavior or negligence such as a traffic violation, the tenant should compensate for the concerning costs, with a minimum of € 10,- (excl. VAT).

Article 12: Seizure of the vehicle

In case of administrative, civil or criminal seizure of the vehicle, the tenant is still held to comply with the obligations of the rental agreement, including payment of the rental price until the vehicle is free of seizures and back in lessor's possession. The tenant should indemnify the lessor for all costs related to the seizure.

Article 13: Dissolution of the rent

The lessor has the right to terminate the agreement without proof of default or judicial intervention and secure possession of the vehicle, without prejudice to his right to get compensation of costs, damages and interest if it appears that the tenant has not (fully) complied or failed to comply in due time with one or more obligations of the rental agreement during the rental period, if the tenant dies, if he is under legal restraint, if he applies for a moratorium, if he is pronounced in a state of bankruptcy, if personal bankruptcy has been declared upon him, if he moves abroad, if the vehicle is seized, or if the lessor finds out about some circumstances that had he known about them before, he would not have entered into the rental agreement. The tenant shall provide the lessor all assistance to return the vehicle to the lessor.

Article 14: Tenant's liability of other people's behavior or negligence

The tenant is responsible for the behavior and negligence of the driver, passengers and other users of the vehicle, also if they did not have the tenant's permission.

Article 15: Processing personal data of the tenant and driver

1. The lessor is responsible for processing the personal data that appear in the contract in compliance with the Dutch Data Protection Act. On the basis of this processing the lessor can carry out the agreement, provide optimal service and up-to-date product information to the tenant or driver, or offer tenant or driver personalized offers. The tenant or driver can lodge an objection to the processing of their personal data by e-mailing the lessor, which will be accepted.

2. The data can also be included in the Dutch vehicle rental warning system (Autoverhuur Waarschuwing Systeem). The personal data of the tenant or driver are by all means included if the vehicle is not returned, if crimes or offenses are committed with the vehicle, if damage is inflicted repeatedly on the car by act or omission of the tenant or driver and if the rental price is not paid (in due time). As a result, the tenant will not be able to rent a vehicle anywhere for years.

Article 16: Applicable law

The rental agreement shall at all times be governed by Dutch law. If the case is submitted to a court other than the district court, the only authorized person is the judge with authority in the location of the lessor, unless the tenant, within a month after the lessor appeals to this article in writing, expresses by letter that he chooses settlement of the case by the judge authorized according to the law.

Article 17: Valid general conditions.

These general conditions are published in Dutch and English. If there is an unintentional difference between the Dutch and English text, or if there is a disagreement as a result of different interpretations of these texts, the Dutch general conditions will be valid.