



# **General Terms and Conditions of Rental for Great Britain**

**(Excludes Northern Ireland)**

**Sixt Great Britain  
Sixt rent a Car Ltd  
Waterside Drive  
Langley  
SL3 6EY  
(hereinafter also referred to as Sixt)**

**\*\*For the General Terms and Conditions of Rental for **Sixt Northern Ireland**, please [click here](#)\*\***

## 1 Interpretation

### 1.1 Definitions:

**Additional Driver:** means any driver other than you who is authorised by us to drive the Vehicle in accordance with these Conditions.

**Booking:** means your request to hire a Vehicle from us.

**Business Customer:** means a business, firm, partnership or company that has a corporate hire agreement with us.

**Business Hours:** means the hours during which the location to which the Vehicle is to be returned is open and each opening hour shall be a "Business Hour"

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 2.9.

**Contract:** has the meaning prescribed to it in clause 2.1.

**Delivery and Pick-up service:** means the delivery of the Vehicle by us to a location we agree with you and the pickup of the Vehicle by us at the end of the Rental Period as specified in the Booking and your confirmation of the Reservation.

**Delivery Window:** means the period two hours before the stated delivery and pick-up times.

**Digital Rental:** means self-service booking, check-in and renting of a Vehicle via the Sixt App.

**EVs:** Electric vehicles which run exclusively on electricity and have no petrol or diesel engine.

**Minor Damage:** scratches less than 25mm long or any length if they have not broken the surface of the paint; dents less than 25mm in diameter which have not cracked the paint; stone chips less than 3mm in diameter and without any denting; wheel or wheel-trim scuffs without cracking or gouging; seat covers damage of less than 3mm in diameter; interior stains or marks than can be cleaned or polished out using our standard cleaning procedure.

**Opening Hours:** means the opening hours of the vehicle collection and return location that you select to collect and return the Vehicle when Booking which can be found on our website and at each of our car hire locations <https://www.sixt.co.uk/car-hire/united-kingdom>.

**Optional Extras:** those items selected by you at the time of Booking or on collection of the Vehicle. A full list of optional extras can be found on the booking page.

**Optional Extra Fees:** means the fees for hiring the Optional Extras (or any one of them) from us, as set out in the Rental Agreement.

**Partner Organisation:** has the meaning prescribed to it in clause 2.3 .

**PCO Rental Product:** means the PCO rental option which is available to Business Customers who satisfy the terms and conditions which apply to this product as set out in the Reservation and in Clause 11.5.

**Premium Location Fees:** this occurs for rentals at airports and train stations.

**Pre-Paid Amount:** means the sum paid by you at the time of placing a booking, as specified by us, towards the hire of the Vehicle.

**Products:** has the meaning provided in clause 16.1.

**Product Fee** means the fees for the Products you select to purchase from us in relation to your hire of the Vehicle as set out in the Reservation and the Rental Agreement.

**Proof of Address:** means a certified document confirming the main place of residence, this may be in the form of a bank statement, utility bill (gas, electricity, water or landline phone ), council tax bill, lease agreement or armed forces ID card if current residency is in military accommodation. This supplied document must be no more than 3 months old and can be either hard copy or digital.

**Rental Agreement:** the agreement setting out the particulars of the Vehicle you hire from us and to which these Conditions apply.

**Rental Fees:** means our fees payable by you for the hire of the Vehicle including, where applicable, any Optional Extra Fees, Products, Premium Location Fees, fees for Additional Drivers, Young Driver Fees

**Rental Period:** has the meaning prescribed to it in clause 6.

**Required Documents:** means for (a) UK residents with a UK Driving licence: a full UK driving licence valid for the entire Rental Period or  
(b) UK residents with non-UK Driving licence & non-uk Residents: a full valid driving licence valid for the entire Rental Period and passport (with no visa exemptions for the period of 6 months before the end of the Rental Period) or ID card valid for a period of at least 3 months beyond the end of the Rental Period.

**Reservation:** means your reservation of a Vehicle from a Vehicle Group for the Rental Period specified by you at the time of Booking.

**Restricted Profession:** means any a) professional sports people, b) professional actors and musicians, c) TV personalities and/or d) Royalties

**Security Deposit:** has the meaning provided in clauses 4.5 and 4.6.

**Sixt App:** means our mobile app for the booking and remote locking and unlocking of a Vehicle.

**Telematic Data:** means where a Vehicle is fitted with telematic technology, data provided to us through such technology on your use of the vehicle including, but not limited to, the Vehicle's speed and location.

**Towing Fee:** means the fees that we incur for any towing of the Vehicle during the Rental Period.

**United Kingdom:** means England, Scotland, Wales and Northern Ireland

**Vehicle:** means the car, van or truck that you have agreed to rent from us for the Rental Period, as set out in the Rental Agreement (or any replacement that we provide). This includes its keys and all parts and accessories present within the Vehicle from the commencement of the Rental Period.

**Vehicle Condition Report:** means the additional report which is separate to the Vehicle condition summary included in your Rental Agreement that we complete

which sets out the condition of the Vehicle at the time you take possession of it from us, which we can provide to you where you request this from us.

**Vehicle Group:** means a selection of vehicles grouped together with similar characteristics and features as we determine in our sole discretion from time to time.

**We/us/our:** Sixt Rent A Car Limited, registered in England and Wales with company number 00440897.

**You/your:** means the person or Business Customer that rents the Vehicle from us and is named on the Rental Agreement.

## 1.2 **Interpretation:**

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A reference to writing or written includes email.

## 2 **Basis of contract**

2.1 The Contract is made between you and us and sets out our responsibilities to you and your responsibilities to us when renting a Vehicle and any Optional Extras. The Contract is made up of the following documents:

- (a) the Rental Agreement;
- (b) these Conditions; and
- (c) where you have requested it, the Vehicle Condition Report.

2.2 At the point you complete your Reservation either by telephone or by completing the on-line booking form and clicking the BOOK NOW button, we agree to use all reasonable efforts to make a vehicle from the Vehicle Group you have selected available for you to hire for the Rental Period. In the unlikely event that we are not able to make a vehicle from that particular Vehicle Group available, we will provide you with an alternative vehicle of equivalent similar specification within a higher Vehicle Group. You agree that:

- (a) Until the Contract is formed as specified in clause 2.4 below, our only obligation to you is in respect of the Reservation;
- (b) Only this clause 2.2 and clause 3 below shall apply to the Reservation and you will be bound by those clauses on Booking; and
- (c) You will be bound by the full Rental Agreement and these Conditions if and when the Contract is formed with us.

2.3 You agree that we may elect at our discretion to pass your Reservation to another car rental business (Partner Organisation) with which we have a referral arrangement in place. In this case, we are acting as an agent for that Partner Organisation and once we have passed your reservation over to them, this means

- (a) we have no further legal obligations or liability to you

- (b) the Rental Agreement for the hire of the Vehicle will be between you and the Partner Organisation and will be made on the applicable rental terms and conditions of that Partner Organisation and you will need to agree and accept those applicable rental terms and conditions before any contract for rental comes into existence.
- 2.4 The Contract is only formed when we allow you to take possession of the keys to the Vehicle. We will not do so unless and until you come to collect a Vehicle from us (or where we deliver the Vehicle to you) and you provide the Required Documents, a valid deposit or credit card approval has been made on your payment card, you have agreed the Vehicle Condition Report and we are satisfied that you meet our rental criteria and these Conditions.
- 2.5 By taking possession of the keys to the Vehicle, you:
  - (a) accept the terms of the Rental Agreement;
  - (b) accept these Conditions; and
  - (c) agree with the vehicle condition summary set out in the Rental Agreement or, where you have requested it, the Vehicle Condition Report.
- 2.6 By entering in to the Contract, you agree to:
  - (a) rent the Vehicle, including any replacement vehicles and Optional Extras for the Rental Period;
  - (b) pay the Rental Fees (as well as any fees for the extension of the Rental Period (where applicable) under clause 7 or any fees attributable to the purchase of Optional Extras); and
  - (c) pay relevant administration charges, fees, theft and damage charges, toll charges, parking, traffic or other fines or charges, reasonable court costs and/or any other reasonable charges, in the circumstances set out within these Conditions.
- 2.7 Where you request to add an Additional Driver to the Rental Agreement we will decide whether or not we agree to adding that Additional Driver. When making the request you will need to provide us with details of their driving licence for us to verify that they can be added as an Additional Driver. Where we have agreed to add an Additional Driver you agree to pay additional fees for us doing this as specified on our website or as notified to you over the telephone at the time you call to request the inclusion of an Additional Driver, Please note that it is your responsibility to ensure that any Additional Drivers are aware of and comply with the terms of the Contract and, in particular, comply in full with the requirements set out in clause 10 of these Conditions.
- 2.8 If you are a Business Customer, by signing the Rental Agreement, you confirm you have the relevant company's authority to enter into the Contract. In the event that there is a conflict between the terms of the Contract and your business's contractual agreements and/or terms, the terms of the corporate master agreement between you and us shall prevail.
- 2.9 We reserve the right to amend these Conditions from time to time (including any administrative fees that we are entitled to charge as set out in these Conditions) upon giving you not less than thirty days prior written notice.

- 2.10 In the event that you use Digital Rental the terms in the appendix to these Conditions shall apply. In the event that there is any conflict or ambiguity between these Conditions and the terms of the appendix the terms of the appendix shall apply.

### 3 **Booking and pre-paid tariffs**

- 3.1 When collecting a Vehicle from us, please bring your reservation number or booking confirmation email with you wherever possible so that we can process your request to hire a Vehicle.

- 3.2 Please note that in the unlikely event we are unable to provide you with a Vehicle, your sole remedy will be to obtain a refund of any Pre-Paid Amount paid by you to us.

- 3.3 If you have selected our pre-paid tariff option when making your Booking, you are agreeing to pay us full Rental Fees at the time of Booking and prior, to collecting / taking delivery of the Vehicle, and the Security Deposit at the time of collection/taking delivery of the Vehicle from us.

- 3.4 The Booking may be changed up to 48 hours before the commencement of the scheduled Rental Period (**Booking Change**) by telephoning our reservations team on 0044 2070188246. Where you request to make a Booking Change, and the Booking Change increases the Rental Fees payable by you we will not charge you a rebooking fee. Where the Booking Change means that your Rental Fees decrease we reserve the right to charge you a rebooking fee of £29,99 incl. VAT. You acknowledge that the Rental Fees may increase if you make changes to the Vehicle Group or the delivery collection point, which will be charged at the current rate and that further charges will apply if the Rental Period is extended (in relation to which see clauses 7 and 8)

- 3.5 Where you wish to cancel a Booking (as opposed to make a Booking Change), you may do this at any time prior to the scheduled commencement of the Rental Period (**Booking Cancellation**). In the event of a Booking Cancellation (where you have selected the pre-paid tariff option) and your Rental Period is for more than three days, then the first three days are non-refundable and the remaining Rental Fees will be refunded to you. In the event that your Rental Period is less than three days then you are not entitled to a refund of the Rental Fees.

- 3.6 All other Booking Cancellations which are not related to bookings made using the pre-paid tariff, may be made without charge. If you do not cancel your Reservation and then fail to show up to collect the Vehicle from the agreed location at the agreed time, we reserve the right to charge the pre-paid tariff in full and you shall not be entitled to any refund.

### 4 **Rental fees, deposits and payment**

- 4.1 You must bring the payment card used to make your Booking. When you place a Booking, we use your payment card as a form of identity check to ensure we give the Vehicle to the person who made the Booking. If you don't have the payment card used to make the Booking with you, we will still rent to you if we have a vehicle available and, you meet all of our other requirements including, but not limited to, presentation of another payment card in your name and the Required Documents. However, you will have to pay the "pay at location" prices available on the day as this will be treated as a new rental.

- 4.2 You must use the original card to make any additional payments or pre-authorisations relating to the Reservation.

4.3 We may require a security deposit/approval on your payment card. The amount of the deposit may vary depending on the type of booking, Vehicle Group or the method of payment.

4.4 Before we let you rent a Vehicle, you need to allow us to take a credit card approval or a debit card deposit. You will need to give us an approved payment card that's in your name and has enough funds available on it to allow us to do so.

4.5 The approval amount for credit cards is determined by the vehicle group. The approval amount will not be debited from your account immediately, however, it will be held on your account until the final amount of Rental Fees have been paid to us. When the Vehicle is returned, the Rental Fees will be charged to the credit card provided to us, unless you present another form of payment.

| Vehicle Group (Cars)         | Security Approval | Vehicle Group (Vans/Trucks) | Security Approval |
|------------------------------|-------------------|-----------------------------|-------------------|
| M***, E***, C***, I***, S*** | £300.00           | V, B, S, W                  | £200.00           |
| F***, P***, L***             | £500.00           |                             |                   |
| X***                         | £750.00           |                             |                   |

4.6 The deposit on a debit card is determined by the vehicle group. The minimum amount will be the rental charge + £200. The deposit amount will be immediately debited from your bank account and will be held by us until the Rental Agreement is terminated and all Rental Fees have been paid to us. When the Vehicle is returned, any additional Rental Fees will be charged to the debit card provided to us, unless you present another form of payment.

| Vehicle Group (Cars)         | Security Deposit | Vehicle Group (Vans/Trucks) | Security Deposit |
|------------------------------|------------------|-----------------------------|------------------|
| M***, E***, C***, I***, S*** | £300.00          | V, B, S, W                  | £200.00          |
| F***, P***, L***             | £500.00          |                             |                  |
| X***                         | £750.00          |                             |                  |

4.7 The rental charge (plus any other charges agreed such as, e.g. exemptions from liability, delivery charges, airport charges, etc.) plus value added tax in the statutory amount applicable from time to time must, as a matter of principle, be paid in full for the agreed rental period, i.e. if the vehicle is collected late or returned early there shall be no refund.

4.8 The Rental Fees are calculated based on:

- (a) your start and end dates and times;
- (b) rental location(s);
- (c) the duration of the Rental Period; and

- (d) the type of vehicle stated on your Rental Agreement.
- 4.9 Unless otherwise stated, the Rental Fees include the cost of vehicle tax, local taxes, third party liability insurance, daily rental charge, collision damage waiver with excess breakdown assistance and, limited/unlimited mileage (depending on the application rate).
- 4.10 You must pay a mileage charge (calculated in accordance with our then current rates) if you exceed any mileage limitation set out in the Rental Agreement.
- 4.11 You may be liable for additional charges at the end of the Rental Period following our inspection of the Vehicle where you have breached the terms of this Rental Agreement and the condition of the Vehicle is required to be remedied by professional cleaning or valeting services. Where the condition of the Vehicle cannot be remedied by professional cleaning or valeting services then we shall be entitled to treat this as damage to the Vehicle and the terms of Condition 14 shall apply.
- 4.12 For commercial vehicles fitted with an AdBlue® tank, there will be a service fee based on the number of miles driven. This service fee will be charged at £0.01 per mile. The service fee will be waived if the AdBlue® is returned full and a receipt for the proof of purchase is shown.
- 4.13 We accept the following payment cards: American Express; Visa; EuroCard / MasterCard; Diners Club; JCB; Discovery Card; Maestro. We do not accept pre-paid debit cards or Visa Electron cards. The payment card must be valid for a minimum of 30 days after the vehicle return date. All Sixt Cards, such as Sixt Express, Gold, Platinum, Diamond Cards are only accepted in combination with a valid credit card and are not accepted by us in substitution of any payment card.
- 4.14 For any voucher bookings you must present the original valid voucher together with a valid credit card for any additional charges that are not covered by the voucher. Please note if the amount you have already paid is less than the Rental Fees, you will need to pay the difference. If you have already paid more than the cost of the Rental Fees, you will not get a refund, but if you wish to buy Optional Extras from us at the time of making a Booking, you can use the difference towards the cost of these items.
- 4.15 If you are late making payment, we will charge you, without further notice, interest on the amount that is overdue. Interest is calculated at 4 percent per year above the base lending rate of the Bank of England. We will also charge you for any reasonable costs incurred by us whilst we attempt to recover payment from you (including reasonable legal costs).
- 4.16 You agree that we can send invoices electronically to the designated invoice recipient. We will send an electronic invoice to the e-mail address which you have provided. You can request the termination of electronic invoices at any time. In this case, we will issue paper based invoicing. You are obliged to bear the additional costs for the paper-based consignment of the invoice and for the postage in this case.
- 4.17 You are accountable for any malfunctions of the receiving devices or any other circumstances that hinder access to the invoices. An invoice is received as soon as it enters your domain. If we send a note and you are able to retrieve the invoice on your own accord, or if we make the invoice available for retrieval, then the invoice is received when it was retrieved by you. You are accountable for retrieving the invoices at reasonable intervals.

- 4.18 If an invoice is not received or cannot be received, you must notify us immediately. In this case, we will re-send a copy of the invoice and mark it as a copy. If the malfunction and the possibility of transfer cannot be resolved promptly, we may send paper invoices until the malfunction has been resolved. We will bear the costs for the consignment of paper invoices in this case. If we provide you with login data, a user name or password then unauthorised access must be prevented and the data kept strictly confidential. In the event that you discover unauthorised persons may have gained access to this information, then you must notify us immediately.
- 4.19 The Rental Agreement will stipulate a specific station to which the Vehicle must be returned at the end of the Rental Period. The rental will be considered one-way if the Rental Agreement stipulates a return to a station different from the one from where the Vehicle was collected. If the Vehicle is delivered to a station other than the one stipulated in the one-way Rental Agreement, you will be charged a flexible location charge of GBP 19,99 (incl. VAT). If the Vehicle is delivered to a station other than the one stipulated in the return trip Rental Agreement (i.e. where the collection and return stations are identical), you will be charged a flexible location charge of GBP 19.99 (incl. VAT) and the charge for a one-way rental as indicated on price list applicable at the time the Rental Period started.

## 5 Delivery and Pick-up Service

- 5.1 Following receipt of your Reservation we will contact you to confirm the delivery and pick-up location and the Delivery Window. This service operates within branch Opening Hours and the branch Opening Hours and the Delivery Window will be confirmed to you in the Reservation. If we are not able to contact you using the details that you inputted when making the Reservation the Booking will automatically be cancelled and we shall have no liability to you.
- 5.2 You must be present at the delivery and the pick-up of the Vehicle and at the time of delivery of the Vehicle you must bring the payment card used to make your Booking. When you place a Booking for the Delivery and Pick-up Service we use your payment card as a form of identify check to ensure that we give the Vehicle to the person who made the booking. The requirements of Clause 10 shall apply to the Delivery and Pick-up Service.
- 5.3 You must also present us with the Required Documents
- 5.4 You must provide us with a valid DVLA licence check code which you can obtain from the DVLA website (<https://www.gov.uk/view-driving-licence>) which remains valid for 21 days and may only be used once by entering the code into the verification section of the my driving licence portal.
- 5.5 Where you wish to add an Additional Driver, they do not have to be present at the time the Vehicle is delivered, but you must provide their valid, full original driving licence for us to verify and a DVLA licence check code prior to them being added as a valid Additional Driver.
- 5.6 We will agree a delivery window with you for the delivery of your Vehicle to the agreed location as specified in your Reservation, and the minimum advance notice for delivery of the Vehicle is two Opening Hours
- 5.7 You must be available during the Delivery Window to take delivery of the Vehicle and for the pick-up of the Vehicle.
- 5.8 When we deliver the Vehicle to you it will be delivered with a full tank of fuel. You are then responsible for fuel consumption during the Rental Period (and any additional period until termination under clause 6.2 above) and the fuel tank must be full at the

time we pick the Vehicle up, unless at the time of booking the Vehicle you selected the Prepaid Fuel option.

## **6 Rental period**

6.1 The Rental Period is the period from collection (the start date and time shown on the Rental Agreement) and ends on the indicated date and time shown on the Rental Agreement.

6.2 The Rental Agreement terminates when:

(a) the Vehicle and any applicable Optional Extras are returned and the Vehicle's keys are handed over to one of our employees, or placed in one of our key-drop boxes, or where we have provided our prior written authorisation, handed over to a hotel-reception desk; and

(b) subject to clause 9.11 the Vehicle has been inspected and checked by us.

## **7 Extending the Rental Period**

7.1 If you wish to extend the Rental Period, please contact us as soon as possible, and at the latest before the end date and time of your Rental Period.

7.2 On receipt of your request to extend the Rental Period we will do our best to assist you with this request, although it is possible that another customer will have booked the Vehicle to use straight after the expiry of the Rental Period.

7.3 Where you want to extend the Rental Period for up to 84 days we have the right to require you to come back to the rental location and agree a new Contract and possibly exchange the Vehicle. We may require an additional deposit together with the relevant method of payment for the extended Rental Period.

7.4 We will not agree an extension which means that the Rental Period exceeds 84 days. If you require a vehicle for more than 84 days, you must return the Vehicle under your existing Contract prior to the expiry of the Rental Period and, you must enter into another Contract with us for that new Rental Period.

7.5 Where the Rental Period has expired and you have not returned the Vehicle to us within two hours of the expiry of the Rental Period, we may repossess the Vehicle. If we repossess the Vehicle you must pay any reasonable expenses we incur in the process of repossession. If we have the right to repossess the Vehicle you give us permission to access your premises to do so.

7.6 Subject to Clause 7.5 above, if you fail to extend the Rental Period and you are more than 30 minutes late returning the Vehicle, you will be charged damages to compensate us for the loss of use of the Vehicle (at an equivalent rate of the daily Rental Fee at the current pay at location prices) together with a late return processing fee of 10 GBP (ex VAT) for the associated processing costs, unless you are able to prove that the rental company has incurred less work and/or damage. The assertion of further damage claims is not excluded.

7.7 Please note that your obligations in relation to the Vehicle continue until you return the Vehicle to us, notwithstanding that the Rental Period may have come to an end.

## **8 Inspecting the vehicle on collection**

8.1 The Vehicle has been maintained in accordance with the manufacturer's recommended standards and will be roadworthy at pick-up.

8.2 Any existing damage to the Vehicle will be stated on the Rental Agreement or, where you have requested one, the Vehicle Condition Report.

8.3 When you collect the Vehicle you should inspect it. If there is any damage, other than Minor Damage, you must make sure it is recorded on the Rental Agreement or, where you have requested one, the Vehicle Condition Report. You will be responsible and liable for any damage to the Vehicle which was not recorded on the Vehicle Condition Report.

## 9 Returning the vehicle and condition on return

9.1 We will inspect the Vehicle on its return for any damage or changes in condition from that which was described in the Vehicle Condition Report at the time of the Vehicle pick up or which you notified to us in accordance with the provisions in clause 8. If you are unable or refuse to complete the inspection with us, we will inspect the Vehicle in your absence and notify you of our findings as per clause 9.10 and include any relevant photographs of such damage we find in our inspection for you to review.

9.2 Some damage may not be apparent at the post-rental inspection, such as mechanical damage (for example in areas such as the engine, fuel tank or clutch) or damage hidden by adverse light or weather conditions. If we find any such damage we will notify you with evidence of the same.

9.3 The vehicle should be returned in a similar condition of cleanliness to which it was received. Where additional time is required to prepare the vehicle back to a rentable condition due to, including but not exclusive of strong odours, pet hairs, sand, bodily fluids, dirt or stubborn stains, an additional charge of £50.00 will apply.

9.4 You should use all reasonable efforts to return the Vehicle to us during our Opening Hours. If we agree that you are able to return the Vehicle and any Optional Extras outside of our opening hours, this will be on the condition that you will remain liable for any damage caused to the Vehicle for up to four Business Hours until one of our employees takes possession of the Vehicle. You must:

- (a) leave any Optional Extras in the boot or trunk;
- (b) secure the Vehicle near the return location; and
- (c) leave the keys in our secure post boxes outside the rental location and tell us where the Vehicle is at our customer service number on 0844 499 3399 (as may be updated from time to time or via email [customer-service-uk@sixt.com](mailto:customer-service-uk@sixt.com)).

9.5 By taking possession of the keys to the Vehicle, you agree to return the Vehicle to us at the branch specified in the Rental Agreement. If the Vehicle is returned to an alternative location, you will be liable for any reasonable costs incurred by us to relocate the Vehicle to the location specified in the Rental Agreement.

9.6 The Vehicle should be returned to us with a full tank of fuel unless you have pre-paid us for fuel. If the Vehicle is returned to us without a full tank of fuel, you will be liable to pay us for the fuel required to fill up the Vehicle at the rate which will not exceed the fuel rates calculated in accordance with our fuel matrix which may be viewed at <https://www.globalpetrolprices.com> These rates are updated every 2 weeks. We use the fuel matrix to calculate the average rates and then add a surcharge. The surcharge is calculated as 160% on a non-prepaid fuel rate and 10% on a Pre-Paid Amount. For the Pre-Paid Amount Rate to apply you must have purchased this prior to the start of the Rental Period. All EV should be returned with a minimum of 80% charge. If you return the EV with a lower level than 80% then you will be liable to pay us for the recharging the EV up to that level. If the EV battery is 10% or less on return

an additional fee may apply in addition to the recharging fee due increased turnaround time and possible damage to the battery due to low charge.

- 9.7 If you return the Vehicle and any Optional Extras back to us early and you have pre-paid the Rental Fees, you will still have to pay the full Rental Fees for the duration of the Rental Period. Because special offers and discounts often relate to specific time slots, you may even end up having to pay more if you bring the Vehicle back early.
- 9.8 If we have agreed to collect the Vehicle and keys from you, the Vehicle must be parked in a suitable place to allow the collection, without the imposition of any fines or penalties.
- 9.9 You must return the Vehicle and any Optional Extras in the same condition you received them. We will allow for normal wear and tear, bearing in mind the distance you travelled and the duration of the Rental Period.
- 9.10 We recommend that you are present for the inspection we carry out upon return of the Vehicle and any Optional Extras, so that any damage to the vehicle can be agreed. If you are not present for inspection, we will inspect the Vehicle and Optional Extras in your absence and, if we find any damage, we will notify you of the amount you are required to pay. You agree that we may charge your payment card for this amount. You will not be liable for this amount if you can show the damage occurred after the end of the Rental Agreement under clause 6.2 above. Please note, when you sign the Rental Agreement, you authorise us to take payment for damage if necessary and we may automatically charge your payment card for this.
- 9.11 Where we have agreed with you that you can return the Vehicle to an agreed location where it will be unattended prior to us collecting it, you will be responsible and liable for any damage which occurs to the Vehicle prior to us collecting it unless the damage is caused by the negligence of us or our employees or occurred more than four Business Hours following drop off of the Vehicle.
- 9.12 If the Vehicle is returned before the end of the Rental Period agreed in the Rental Agreement without informing us of the early return, we will look at charging for unused rental days. In this case a fee of GBP 10,00 (excl. VAT) will be included for the expenses incurred. A higher standard price may also be applied if, for example, the requirement for a special tariff is no longer met. In this case, however, the originally agreed rental price will not be exceeded. This return fee does not apply to prepaid tariffs under Section 3 of these General Terms and Conditions.

## 10 **Vehicle rental requirements and your responsibilities**

- 10.1 You must bring the Required Documents. If you cannot meet these requirements, you will not be able to drive the Vehicle.
- 10.2 All drivers must have held their licence for at least one year prior to the commencement of the Rental Period. If the driving licence does not show that the driver has held it for the minimum period set out in this clause 10.2, then they must provide evidence, such as previous driving licenses or a letter from the driving licence authority stating that they have held it for at least the minimum period.
- 10.3 In addition to your licence, either a valid and up to date DVLA licence check code or a printed DVLA endorsement records must be provided to us for all Approved Drivers. Each DVLA licence check code needs to be valid at the point of vehicle collection or the branch will need to obtain a further code in order for you to have met this requirement or printed endorsement can be obtained from the DVLA website. Drivers under 23 years of age must not have had any endorsements on their licence. Drivers above the age of 23, must not have exceeded 6 points on their

licence. Please note that some endorsements on your licence may restrict your ability to drive the Vehicle (even if they are below 6 points).

- 10.4 If we are unable to rent the Vehicle to you for any of the reasons set out in this clause 10, we will agree to refund you any Pre-Paid Amount you have paid and any money you have paid up front where you have selected the pre-paid tariff.
- 10.5 If you or anyone in your party is in our reasonable opinion, abusive, threatening or violent towards any one of our staff members, we may refuse to rent a Vehicle to you. We may also refuse to rent to you if we believe you or any Additional Driver is under the influence of drink or drugs.
- 10.6 Special conditions apply to the terms of our third party insurance for anyone whose primary occupation is a [Restricted Profession](#). These special conditions relate to your liability to repay any outlay that we, or our insurer, have to pay to third parties under our third party insurance. If you rent the vehicle from us, you are agreeing to be bound by those special conditions as set out in clauses 14.16 and 16.1.2 below.

## 11 **During the Rental Period**

11.1 During the Rental Period (and any additional period until termination under clause 6.2 above), you must:

- (a) use the Vehicle according to the road traffic laws applicable to the area you are driving in;
- (b) use the correct fuel;
- (c) lock the Vehicle when you're not using it, or when you're refuelling it and, you must use any security device fitted to or supplied with it;
- (d) comply with all laws and regulations for using the Vehicle and any Optional Extras;
- (e) ensure the Vehicle is protected against bad weather that might cause damage to it;
- (f) drive the Vehicle with all due care and attention;
- (g) contact us as soon as you become aware of a fault in the Vehicle, or if you believe the fault means the Vehicle is no longer roadworthy;
- (h) contact us immediately when any warning light is displayed on the Vehicle or, when the service reminder message is displayed, unless it is unsafe to stop or, you have been advised by us to continue driving; and
- (i) where you carry any animals in the Vehicle, ensure that the Vehicle is handed back in the same condition of cleanliness as when you collected the Vehicle. Failure to do so may result in you incurring additional charges.

11.2 During the Rental Period (and any additional period until termination under clause 6.2 above), you must not:

- (a) take the Vehicle outside the United Kingdom, without our prior written agreement;
- (b) use the wrong fuel;
- (c) drive the wrong way down a one-way street;

- (d) drive without due care and attention or at excessive speeds;
- (e) use a mobile communication device that may distract you from driving including driving whilst texting, emailing, using a mobile phone without a hands-free device or otherwise engage in similar activities;
- (f) fit your own equipment to the outside of the Vehicle which may cause damage to the Vehicle, for example, signage, stickers, roof racks, luggage carriers or bike racks;
- (g) overload the Vehicle (as determined by the Vehicle manufacturer);
- (h) sell, rent, remove, or dispose of the Vehicle and/or any Optional Extras or, allow anyone else to do so;
- (i) push or tow any trailer or any other Vehicle (except if the Vehicle is equipped with a hitch, up to a maximum of 1000kg);
- (j) give anyone any rights over the Vehicle;
- (k) work on the Vehicle or let anyone else work on the Vehicle without our prior written agreement;
- (l) let anyone drive the Vehicle other than an Additional Driver;
- (m) carry or transport any hazardous, toxic, flammable, corrosive, radioactive, harmful, dangerous, strong smelling or illegal materials;
- (n) use the Vehicle for any crime or other illegal activity or purpose;
- (o) use the Vehicle for hire or reward or, for fair paying (unless we have provided you with our prior written consent to do so);
- (p) use the Vehicle for any purpose which requires an operator's licence;
- (q) use the Vehicle off-road, on a race track, for racing, pace making, testing whether for reliability or speed, or for teaching someone to drive, or in connection with motor rallies, competitions, demonstrations or trials;
- (r) drive through spaces which are too narrow for the Vehicle;
- (s) damage the Vehicle by transporting unsecured loads or hitting high level objects;
- (t) damage the roof of the Vehicle by hitting high level objects or carrying unsecured loads;
- (u) use the vehicle whilst any driver is under the influence of alcohol or drugs or other narcotic substances, or medications under the effects of which the operation of a vehicle is prohibited or not recommended;
- (v) smoke or allow anyone else to smoke in the Vehicle;
- (w) use the vehicle in an imprudent, negligent or abusive manner;
- (x) attempt to avoid collisions with small animals (e.g. animals up to the size of a fox) where doing so may result in damage to the Vehicle greater than that which would otherwise be caused by a collision with such small animals;
- (y) drive the Vehicle in any way that could cause damage to its engine; and

- (z) cause damage or strain to the clutch.
  - (aa) Ensure that the battery level in EV is never 10% or below.
- 11.3 The examples provided in clause 11.2 above are not exhaustive, any unlawful or dangerous conduct whilst driving or otherwise making use of the Vehicle will be viewed as you breaking the Contract and to the extent we are allowed to do so by law, you will lose the benefit of any damage waivers, excess reduction products, personal accident insurance and third party liability insurance.
- 11.4 Where you are a Business Customer and you rent the Vehicle for business purposes (as agreed by us in the Rental Agreement), you must not use the Vehicle where that usage requires an operator's licence which is not possessed by you and/or the Approved Driver or for private chauffeur services.
- 11.5 Where you are a Business Customer and you have selected the PCO Rental Product you agree to the terms and conditions which apply to that product as set out on our website and in your Reservation confirmation and the terms set out below
  - (a) This is available to any private hire driver who is a minimum of 25 years old
  - (b) You must have held a full drivers licence for five years
  - (c) You must have no more than one fault claim in the last two years
  - (d) You must not have any IN10 convictions at the start of the Rental Period
- 11.6 You must be present at the collection of the Vehicle and at the return of the Vehicle. You must bring the payment card used to make your Booking for the PCO Rental Product; your private hire driver licence and your original full drivers licence. When you place a Booking for the PCO Rental Product, we use your payment card as verification of your identity as the person who made the Booking. The requirements of Clause 10 shall apply to the PCO Rental Product.
- 11.7 From time to time we may need the Vehicle returning to us during your Rental Period. By way of example this may be due to a service requirement on the Vehicle, a manufacturer's recall notice, or a maximum mileage requirement. If we contact you to notify you that you need to return the Vehicle to us you must use all reasonable efforts to be available to talk to us on the contact number you gave us at the time of booking and cooperate fully with us to facilitate the return the Vehicle. Failure by you to respond to our efforts to contact you and/ or failure to comply with our reasonable instructions concerning the return of the Vehicle may result in you being fully liable for all losses and liability we incur directly or indirectly arising out of or in connection with your failure to return the Vehicle.
- 11.8 The Vehicle may be fitted with telemetry systems or other similar devices that may track the Vehicle location and will be used as a tool for measuring how the Vehicle is being operated or accident related investigations, this is to maintain and protect the Vehicle. We may contact you in the event that the device indicates that you may be breaking the terms of the Contract and may ask you to modify your driving behaviour or that of any Approved Driver, and we reserve our right to terminate the Contract in the event that you continue to not comply with its provisions. The information may be used both during and post the Rental Period.

## 12 **Cross-border rentals**

- 12.1 The Vehicle must not be driven outside of the United Kingdom, unless we have given you prior written permission to do so. Please note that we may withdraw our consent at any time, without liability, to comply with a legal requirement.
- 12.2 Notwithstanding the provisions of clause 12.1, it is your responsibility to ensure that you and any Approved Driver(s):
- (a) have the legal right to drive the Vehicle into any country or countries outside of the United Kingdom into which you intend to take the Vehicle (**Non UK Countries**); and
  - (b) have the legal right to drive the Vehicle in the Non UK Countries.
- 12.3 You and any Approved Driver(s) must observe the laws of all Non UK Countries in which the Vehicle is being driven including, without limitation, any specific equipment requirements.
- 12.4 Cross border rentals are not possible for any commercial vehicles, multi-seaters or any premium vehicles and premium EVs. Further restrictions apply depending on the vehicle taken.
- 12.5 Additional charges will be applied to cover the cost of continental breakdown as well as our standard foreign usage charge which are set out on our website at <https://www.sixt.co.uk/rental-services/rental-information/>. Where we have given you permission to drive the Vehicle outside of the United Kingdom, you must comply with the territorial restrictions set out on our website.

### 13 **Lost property**

- 13.1 During the Rental Period (and any additional period until termination under clause 6.2 above) we are not responsible for any property held in the Vehicle. This is kept at your sole risk.
- 13.2 You must not leave any property in the Vehicle when you return it to us. If 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 together with VAT for storing the item(s). Any property left in the Vehicle which remains unclaimed 3 months after the end of the Rental Period will be disposed of, without further notice to you.

### 14 **Damage, loss or theft**

- 14.1 In the event of any loss, damage or theft to the Vehicle, you must provide us with all such assistance and information as we reasonably request to investigate the matter and/or to otherwise deal with it.

#### **Accidents**

- 14.2 If you have an accident with or in the Vehicle, you must:
- (a) not admit or accept liability to any third party;
  - (b) obtain and notify us of all the names and address of all parties involved in the accident, including wherever possible any witnesses;
  - (c) secure the Vehicle, inform the police straight away in the event that anyone is injured, the road is blocked as a result of the accident or, if any third party property has been damaged;

- (d) call the number for our breakdown assistance service as set out in your Rental Agreement and report the accident or breakdown to our breakdown assistance team; and
- (e) (in the case of an accident with a third party), call the breakdown assistance service number within 12 hours of the accident. In the event of confiscation or impounding of the Vehicle by third parties, you must inform us immediately by e-mail at [damage-uk@sixt.com](mailto:damage-uk@sixt.com).

### **Vehicle Breakdown and Towing**

- 14.3 For the duration of the Rental Period, the Vehicle has the benefit of our breakdown assistance service. In order to benefit from this service, you must call the designated contact number as set out in your Rental Agreement.
- 14.4 If the Vehicle breaks down during the Rental Period, we will as soon as possible, recover and repair the Vehicle. If the Vehicle cannot be repaired we may provide a replacement Vehicle subject always to availability and, any other relevant circumstance. If the breakdown is caused by your negligence or that of any Approved Driver, or arises as a result of your breach of the Rental Agreement, you will be responsible for the damage or loss under this clause 14 and recovery, together with an administration fee to cover the handling of the claim and any other reasonable associated costs.
- 14.5 Where the Vehicle breakdown is caused by your negligence or that of any Approved Driver or arises as a result of your breach of the Rental Agreement, you will be responsible for the payment of the Towing Fees that we incur to tow the Vehicle. The Towing Fees shall be calculated based on the actual towing costs incurred by us.
- 14.6 If you have purchased a Product, which is our roadside protection product, you will be covered for the following:
- (a) putting the wrong fuel in the Vehicle provided that you have not driven the Vehicle after doing so;
  - (b) if the Vehicle runs out of fuel;
  - (c) loss of or, locked in keys;
  - (d) damage to the clutch;
  - (e) flat battery; and
  - (f) towing and recovery charges,

the roadside protection package does not include the costs of any replacement parts or labour for fitting these parts and any damage done to the Vehicle not covered above, or the administration fee for handling any claim.

### **Theft of Vehicle and Damage**

- 14.7 If the Vehicle, keys or any Optional Extras are stolen, you must report it to the police and obtain a police report or crime reference number, without delay and, you must immediately provide us with the police report or crime reference number and, the keys (if possible). We will have no responsibility or liability for the loss, theft or damage to any personal belongings left in the Vehicle at the time it was stolen.

14.8 Usually, where you are a consumer, loss or damage waiver comes as standard with your Vehicle. If it does, you will see it on your Rental Agreement. If it is not included, you can buy it separately. If the Vehicle is damaged or stolen during the Rental Period (and any additional period until termination under clause 6.2 above), you are responsible for paying an amount up to the excess stated on your Rental Agreement for:

- (a) any liability under this clause 14;
- (b) our loss of use; and
- (c) an administrative fee as set out in clause 14.14.

14.9 We work with appropriately qualified experts who use a damage matrix to work out the estimated cost of repair to or replacement of the Vehicle, keys, any accessories or any Vehicle documents that are damaged or lost or stolen during the Rental Period (and any additional period until termination under clause 6.2 above). The damage matrix uses an average repair cost for the Vehicle Group selected, which takes account of different makes and models in that group. We work this out using:

- (a) industry standard labour rates and job duration, according to an industry standard estimating tool;
- (b) the price of any original equipment manufacturer parts; and
- (c) loss of use (being the amount the Vehicle reduces in value and interest, costs and loss of rental).

14.10 The amount of compensation payable to us for any damage will be calculated on the basis stated below. If the damage is of the type set out in the table below then we will charge you the sum set out, which is intended to be a fair and genuine estimate of our losses resulting from the damage.

| <b>Damage</b>                                  | <b>Amount</b>                      |
|--|------------------------------------|
| Repairable stone chip                          | £60 plus admin fee (clause 14.14)  |
| Repairable small rim scratch (less than 10 cm) | £120 plus admin fee (clause 14.14) |

14.11 We will calculate the compensation due to us for any other damage by asking an appropriately qualified expert to provide an estimate of our losses resulting from the damage and such losses will include the reasonable fees charged to us by that expert. The expert will base that estimate on the reasonable cost of the repairs to the Vehicle necessary as a result of the damage. The estimate is intended to reflect the loss measured by the open market rate of repairs to the Vehicle at an appropriate dealership or authorised repair centre of the Vehicle. If the Vehicle is beyond economic repair then the estimate will be based on the reasonable market value of the Vehicle less the reasonable market rate salvage value for the Vehicle and may include any anticipated costs associated with writing off the Vehicle, registration and/or de-registration.

14.12 If we believe that you are responsible for damage, we will notify you as soon as possible of the appropriate amount due as set out above and provide documentary evidence of the damage, and the expert's findings, and estimate of cost of repair.

14.13 If you disagree with the expert's estimate of the losses resulting from the damage, you may instruct your own suitably qualified and accredited expert (at your own cost) and we will allow you and/or your expert to access the evidence of the damage in

our possession. If we cannot agree with you the amount due in respect of the damage, it may be necessary for a court to decide on the appropriate payment.

- 14.14 In addition to any compensation for damage caused to the Vehicle, the following administration fee (as set out in the table below) will be payable to cover our administration costs for dealing with the breach of contract and associated claim resulting from any damage and/or breach. This is a fair and genuine estimate of the cost. If the amount of administration we are required to carry out in connection with a damage claim is such that the administration fee set out below is likely to be exceeded, we will notify you in writing during the process of dealing with the damage claim.

| <b>Damage Claim Amount</b> | <b>Admin Fee</b> |
|----------------------------|------------------|
| £0-£74.99                  | £20              |
| £75-£499.99                | £50              |
| £500-£2000.00              | £80              |
| £2000.01 and above         | £125             |

- 14.15 If Optional Extras or are damaged or if you do not bring them back to us at the expiry of the Rental Period, we will charge you the replacement cost in addition to the Optional Extras Fee.
- 14.16 If a charging cable for EV or Hybrid vehicles is returned damaged or not returned, we will charge you the replacement cost. This is excluded from our Loss or damage protection waiver. (clause 16.1.)
- 14.17 If you cause any damage to a EV Charging Station you will be fully liable for any fine or other charge that we receive. This may be a significant amount depending on the amount of damage caused. We may also charge the Administration Fee for dealing with this.
- 14.18 If you are in an accident where someone is injured, or their property is damaged, the provisions of this clause 14.18 shall apply. The Vehicle comes with third party liability cover. This means you are covered for any damage caused to another person's property (for example, their vehicle and/or any injury suffered by them, including passengers in the Vehicle). You will not have to pay any of their costs, unless the damage or injury was caused, or contributed to, by:
- (a) your negligence;
  - (b) you breaching any part of the Contract (for example, allowing someone other than an Approved Driver to drive the Vehicle);
  - (c) you breaching any of the provisions contained in clause 11.2 and such breach causes or contributes to the damage or third party claim; or
  - (d) you breaking the law.

In these circumstances, and/or if your primary occupation is a Restricted Profession, if the law requires us to provide you with third party liability cover, the minimum cover required by law will still apply but we, or our insurer, may seek to recover our full costs from you. Please note third party liability cover does not cover any injury to the driver of the Vehicle or any personal items inside the Vehicle.

- 14.19 If any damage or loss is caused to the Vehicle or to us or the Vehicle is stolen, and it was caused, or contributed to, by:

- (a) your negligence;
- (b) you breaking the Contract (for example, allowing someone other than an Approved Driver to drive the Vehicle);
- (c) you breaching any of the provisions contained in clauses 11.2, 14.1 and/or 14.2 and such breach causes or contributes to the damage or loss; or
- (d) you breaking the law

then you may lose the benefit of any waivers, excess reduction products, personal accident insurance and third party liability insurance. So, you will have to pay:

- (e) the full cost of replacement or estimated repair costs;
- (f) any loss of use;
- (g) any costs we have to pay to third parties, including without limitation the Towing Fee; and
- (h) our own reasonable costs, including a processing fee.

In these circumstances, if the law requires us to provide you with third party liability cover, the minimum cover required by law will still apply but we, or our insurer, may seek to recover our full costs from you.

14.20 If you cannot show on balance that the damage, loss or theft, occurred after the end of the Rental Agreement under clause 6.2 above, or if you cannot show that the damage was less than what we said it was, we will require you to pay for the damage or loss and the rental costs, even if the Vehicle is not found or repaired at the time we take payment. Even though we do not have to do this, we will try, with your help, to recover costs from third parties. If we are successful, we will refund these costs to you. You will not be responsible for these costs if they come about through our negligence, or if we've broken the Contract.

14.21 If you can show the damage occurred after the end of the Rental Agreement under clause 6.2 above, and if you have already made payment we will refund the costs set out in clause 14.19 to you. If you can show the damage was less than what we said, we will refund the difference to you, if you have already made payment.

## 15 **Speeding, parking and traffic fines and charges**

15.1 You are responsible for all fines and charges issued as a result of you or any driver using the Vehicle. Fines and charges could include: all parking fines or charges; toll charges; towing charges; clamping costs; traffic fines or charges; speeding fines; idle charges and any other charges or fines.

15.2 If you are using a public Charging Station for EV and you do not move the EV when the charging session has ended then you may be liable for an Idle Fee. The amount of fee should be shown at the Charging Station or in its T&Cs. In case this is charged to Sixt we will recover it from you.

15.3 If a fine or charge is sent to us because you haven't paid a charge or complied with the law, we will take payment for:

- (a) our administration fee of 40.00 GBP for every transaction handled by Sixt which is notified to you at the time of booking and can be found on our website at <https://www.sixt.co.uk/rental-services/rental-information/> to cover our costs of dealing with the fine or charge; and

(b) the fine or charge itself (if we have to pay it).

15.4 By signing the Rental Agreement, you give us permission to collect these payments. We will charge them to your payment card.

15.5 By signing the Rental Agreement, you agree to us giving your details, as well as a copy of the Rental Agreement to the authority or private company that has issued the fine or charge if we consider they have a right to the information and the law allows us to do so. We will charge you a processing fee for doing this.

15.6 If we are not able to lawfully pass on your information in accordance with clause 15.5, we will pay the fine or charge on your behalf and then invoice you for the fine or charge, and our administration fee.

15.7 If you want to appeal, contest or dispute a fine or charge, we will give you the details of the fine or charge and, the organisations who issued the fine or charge. You must deal directly with the issuing organisations to get a refund and/or compensation.

15.8 If the Vehicle is seized by the police or customs and excise or any other authority during the Rental Period (and any additional period until termination under clause 6.2 above), unless the seizure was caused by our negligence or us breaking the Contract or the law, you will have to pay:

(a) any costs we incur as a result of the seizure. This includes the initial uplift charge and up to 1 additional working day

(b) plus any loss of rental income while the Vehicle is not available to rent to someone else; and

(c) a service fee of 75.00 GBP for the processing and collection of the vehicle from the impound

## 16 **Optional extras and products**

16.1 We offer a variety of waiver and protection options to protect you during the Rental Period at the Product Fees specified on our website. These include:

16.1.1 **Loss or damage protection waiver** - this reduces the amount you pay if the Vehicle, keys and accessories or any Vehicle documents are lost, stolen or damaged during the Rental Period. You may be entitled to reduce your excess to between £0 to £150 depending on the Product, your age and the Vehicle Group that you choose. Please refer to the country specific rental information document for full details of the administration fees that we may charge for processing a claim under this Product. In most cases the loss or damage protection waiver is provided as standard (please check your Rental Agreement to confirm whether it is provided). The amount you will pay will be the lower of (i) the liability under clause 14 and a processing fee; or (ii) the excess stated on your Rental Agreement. The amount you pay will not be reduced if the loss or theft was caused by or as a result of:

(a) keys being left in the Vehicle;

(b) keys being lost or stolen as a result of your negligence;

(c) using the Vehicle in breach of clause 11;

(d) driving without due care or attention;

(e) water or fire damage, that was your fault; or

(f) Events set out in clause 14.7 above.

16.1.2 **Third party insurance** – this protection provides cover for claims made against you in the event of death or injury to a third party in an accident. It also provides cover for damage to their property (up to £5 million). You will be responsible for any costs in excess of this in relation to third party damages. Excluded from the insurance is the use of the vehicle for the transport of dangerous goods. All protection as part of the Rental Agreement will become void, in particular, if an unauthorised vehicle or if the driver of the vehicle does not possess the required driver's licence at the time of the event giving rise to claim, or any of the circumstances set out in clause 14.16 above occur. Clause 14.16 above sets out the circumstances in which we, or our insurer, may seek to recover our full costs from you.

16.1.3 **Tyre and glass protection** – this product waives your responsibility in the event of any damage to the tyres, windscreen, side windows, rear-window or mirror glass, with a reduction of that liability to £0.00. The amount you pay will not be reduced if the damage was caused by or as a result of:

- (a) using the Vehicle in breach of clause 11;
- (b) driving without due care or attention;
- (c) water or fire damage, that was your fault; or
- (d) Events set out in clause 14.7 above.

16.1.4 **Roadside protection** – this product is an extended breakdown protection and protects you against high service and repair costs, in the event of the following incidents occurring which are caused by you: (a) locking keys in Vehicle; (b) breakdown due to lack of fuel; (c) assistance with starting the vehicle due to a flat battery; (d) loss of the key; and (e) the Vehicle being stuck at a location (due to a fl. These services may only be ordered via a direct claim using our road assistance number, as provided in the Rental Agreement. The customer service personnel from our 24 hour roadside assistance department will determine the type and the extent of service that is required to ensure that you are able to use the Vehicle. If any damage to the Vehicle occurs which we do not consider is covered within the scope of this protection, you remain fully liable for that damage.

16.1.5 **Interior Protection** – this product is an extended protection which protects you against damage and contamination to the insides of a loading space/boot body during vehicle operation as well as during loading and unloading; damages and contamination to the interior space of the driver and /or passenger cabin; damage to the outside of the tail lift by placing it on the ground, as far as the vehicle has a tail lift.

Damages caused by the following points will be excluded from the interior Protection cover:

- (a) Heavy breaking, which is not accidental, this applying in particular to damage caused by load slippage.
- (b) Overloading of the vehicle tailgate in accordance with the vehicle manufacturers weight guidelines
- (c) using the Vehicle in breach of clause 11;

(each of the waiver and protection options in clause 16.1.1. to 16.1.5 is a **Product** and together they are the **Products**).

16.2 If you are a Business Customer and it is noted on the Rental Agreement then you must arrange your own insurance protection cover for the duration of the Rental Period:

16.2.1 You must prove to us that the protection is valid and that the protection remains valid whilst the Vehicle is out of our possession. You will be responsible for the cost of the insurance.

16.2.2 It is your responsibility to ensure that the insurance complies with the requirements of the Rental Agreement. You will be responsible for all losses, damages and claims that we incur or suffer in the event that any insurance policy fails to be effective or satisfactory or for any payment that we make to a third party where the third party brings a claim against us relating to your use of the Vehicle. We must agree to the value of coverage that you propose the type of policy and the insurer that you have chosen. We must be satisfied with the coverage and policy conditions, and they may not be altered during the Rental Period. We may ask your proposed insurer to record our name as the registered owners of the Vehicle. You will be responsible for settling all losses and claims including third party claims if the Vehicle is lost, damaged or stolen.

16.2.3 If we have agreed that you may return the Vehicle outside of Business Hours for your convenience, or to an alternative location to the original rental branch, your own insurance protection must be valid until the Vehicle is inspected by one of our employees. We will use reasonable endeavours to inspect the vehicle within 4 Business Hours after the end of the Rental Agreement. Until this inspection has been completed any loss, damage or theft of the Vehicle remains your responsibility.

## 17 **Ending the contract early and limitation of liability**

17.1 If you are renting the Vehicle as a private individual, we may end the Contract straight away by telephoning you on the contact number you provided us with or emailing you at the address you provide if:

- (a) a receiving order has been made against you; or
- (b) you are declared bankrupt; or
- (c) you break the Contract in a way that causes us significant loss or harm, or in a way the cannot be rectified.

17.2 If you are renting the Vehicle as a Business Customer, we may end the Contract straight away if:

- (a) the company or partnership goes in to administration or liquidation; or
- (b) the company or partnership calls a meeting of its creditors; or
- (c) we find out that the company's or partnership's goods have been taken away as a repossession order;
- (d) you or the company or partnership breaks the Contract in a way which causes us significant loss or harm, or in a way which cannot be rectified; or
- (e) we have reason to believe any of the events in 17.2 (a)-(d) is likely to happen.

- 17.3 If you break the Contract or if we end the Contract early in accordance with these Conditions:
- (a) you must pay any amounts owed to us under the Contract; and for the losses we suffer as a result, provided that they are foreseeable losses (for example, loss of rental income, the cost of repairing or replacing damaged items);
  - (b) you may lose the benefit of any damage waivers, excess reduction products and third party liability insurance;
  - (c) you will not have to pay losses that are not directly related to you breaking the Contract or losses that were not foreseeable; and
  - (d) you must return the Vehicle and/or any Optional Extras you rented within 1 day of the Contract ending.
- 17.4 If we materially break the terms of the Contract, you may end the Contract by providing us with written notice. You must return the Vehicle and any Optional Extras as soon as you can and you must still pay all amounts owed to us under the Contract (including the Rental Fees) for the duration of the Rental Period, until the date of return and our inspection of the Vehicle. You must do what you can to reduce (or mitigate) any losses you suffer.
- 17.5 If you are **not** a Business Customer, nothing in the Contract reduces your statutory rights. If we materially break the Contract by not doing what we agreed to, we must pay for foreseeable losses you suffer as a result. We will not be responsible for your foreseeable losses where you have been able to recover them from someone else. We will not pay for losses not directly related to our failure to provide you with a Vehicle or losses that were not foreseeable by you and us (such as loss of profits or loss of opportunity).
- 17.6 If you **are** a Business Customer, and we materially break the Contract by not doing what we agreed to, we shall not be liable to you (whether in contract, tort or negligence) or otherwise responsible for any loss of profit, business contracts, revenues, anticipated savings or, for any indirect or consequential damage or loss. Our liability to you (whether in contract, tort or negligence) shall be limited to the Rental Fees due under the relevant Contract.
- 17.7 For the purposes of this clause 17, loss or damage is **foreseeable** if either it is obvious that it will happen or if at the time the Contract was made, both we and you knew it might happen.
- 17.8 Nothing in the Contract shall exclude or limit our responsibility for fraud; death or personal injury caused by our negligence; or any other responsibility to the extent that the law says it cannot be excluded or limited.
- 18 **Personal information and security checks**
- 18.1 We shall collect your personal information and will electronically scan the identity documents onto our system. We will hold and use your personal information and that of any other Approved Driver in order to perform our obligations under the Contract and for our business purposes in accordance with the terms of our privacy policy which is available on our website or on request .
- 18.2 We operate identity, security, driving licence and credit checks, by providing your details for a reservation, you agree to such checks being carried out against you. If you fail to meet any of our checks, we may refuse to allow a driver to drive the Vehicle or allow you to rent the Vehicle. If we find that any amount is owed to us or any of

our group companies, we may refuse to allow a driver to drive the Vehicle or allow you to rent the Vehicle. In the event that we find any information you have provided to us is false or inaccurate, then you will have broken the Contract and will have to pay for any costs or damages that we incur as a result.

## 19 **Additional information for the use of the Sixt App**

19.1 Your login details for the Sixt App is for your personal use only and may not be passed on to any third party, this also applies to any PIN codes provided for the locking/unlocking of vehicles. The PIN must be kept securely, and in case of loss of PIN or login details, this must be reported to Sixt immediately via email to [driving-licence@sixt.com](mailto:driving-licence@sixt.com).

19.2 For certain services we request that you demonstrate at regular intervals that you possess a valid driving license. If you wish to use services such as digital rental (e.g. Sixt Xpress), you are required to present your driving license to Sixt before starting a rental in accordance with the process specified by Sixt.

19.3 You are obliged to inform Sixt via email ([driving-licence@sixt.com](mailto:driving-licence@sixt.com)) of the revocation of your driving licence, any new endorsements or restrictions. In case of the revocation or whereby any new additional endorsements prohibit you from driving a Sixt vehicle with immediate effect under our general guidelines, you will also be prohibited from using the app for renting a vehicle.

## 20 **What to do if you want to Complain**

20.1 In the event that you are dissatisfied with any element of our service, please get in touch with us on 0044 2070188246 or [customer-service-uk@sixt.com](mailto:customer-service-uk@sixt.com). Following receipt of your call or email, a member of our customer services team will get in touch to discuss this with you.

## 21 **General**

### 21.1 **Assignment and other dealings**

- (a) We may at any time sub-contract, assign, or transfer our rights and obligations to a third party or obtain a mortgage or charge in respect of the Contract.
- (b) You may not assign or transfer your rights or obligations under this Contract to a third party or, subcontract any or all of your rights or obligations under the Contract without our prior written consent.

21.2 **Entire agreement.** The Contract contains all the relevant terms that are to apply to the Rental Agreement and is the entire agreement between us and supersedes and extinguishes all previous agreements between us.

21.3 **Variation.** Except as set out in these Conditions, no variation of the Contract, shall be effective unless it is agreed by you and us in writing and signed by us.

21.4 **Waiver.** Where either of us may elect to waive any right or remedy is this election to not assert any right or remedy is only effective if given in writing and shall not be deemed to apply to any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) waive that or any other right or remedy; or
- (b) prevent or restrict the further exercise of that or any other right or remedy.

21.5 **Severance.** If any provision or part-provision of the Contract is or becomes deemed invalid, illegal or unenforceable, the provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

21.6 **Notices.**

- (a) Any notice or other communication given by us or you under or in connection with the Contract shall be in writing. Such notice to be sent to our registered office (details on our website) and to the home address you have supplied with when booking the Vehicle and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or email.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 21.6(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

21.7 **Third party rights.** No one other than a party to this agreement and their permitted assignees shall have any right to enforce any of its terms.

21.8 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

21.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

22 **Telematics**

22.1 The following provisions apply in the event that the Vehicle is fitted with telematic technology and reflect your duty of care to look after the Vehicle and our interests in protecting the Vehicle and ensuring that you comply with the Contract:

22.1.1 We will receive from the telematic unit Telematic Data concerning your use of the Vehicle ). We will evaluate, analyse and use the Telematic Data both during and after the Rental Period

22.1.2 Without prejudice to the provisions of clause 21.1.5 we will use the Telematic Data, for the purposes of monitoring your compliance with and, if necessary, enforcing the Contract and ensuring that we know whether the Vehicle appears to have been stolen. This monitoring will include the location of the Vehicle

22.1.3 In the event that we determine, from our use of the Telematic Data, that you have broken the Contract we may end the Rental Period and/or charge you additional fees in accordance with the terms of the Contract

22.1.4 In the event that we determine, from our use of the Telematic Data, that your use of the Vehicle means that you have incurred extras fees or costs under the Contract

(for example charges in relation to milage) we will charge you these additional fees and/or costs in accordance with the terms of the Contract

- 22.1.5 In the event that we reasonably believe that the Vehicle may have been stolen we reserve the right to remotely activate anti-theft technology which will make the Vehicle immobile and we may also be able to reproduce the route taken by extracting the last GPS positions of the Vehicle from a separate database.. We will not have any liability to you in the event that we exercise this right provided that we have done so in good faith.

### **Appendix for the use of the Sixt App**

The Conditions shall apply to the Contract but shall be amended as follows:

#### **1 The basis of the Contract**

- 1.1 When using Digital Rental there is no option to request from us a Vehicle Condition Report. An overview of damage reported in respect of the Vehicle can be viewed on the Sixt App.
- 1.2 The provisions of clause 2.2 of the Conditions shall be amended so that the first sentence reads “At the point you complete your Reservation either by telephone, by completing the online booking form and clicking the BOOK NOW button or by using Digital Rental we agree to use all reasonable efforts to make a vehicle from the Vehicle Group you have selected available for you to hire for the Rental Period”.
- 1.3 Clause 2.4 shall be replaced with the following “The Contract is only formed when you press the “start rental agreement” button in the Sixt App”.
- 1.4 Clause 2.5 shall be replaced with the following “By completing the Contract, you:
  - (a) accept the terms of the Rental Agreement;
  - (b) accept these Conditions; and
  - (c) agree with the vehicle condition summary detailed as part of the Digital Rental booking process.
- 1.5 Clause 2.7 shall not apply.
- 1.6 The first sentence of clause 2.8 shall be amended so that it reads “If you are a Business Customer, by completing the Digital Rental booking process, you confirm you have the relevant company’s authority to enter into the Contract”.

#### **2 Booking and pre-paid tariffs**

- 2.1 The provisions of clause 3.1 shall not apply.

#### **3 Rental fees, deposits and payment**

- 3.1 Clause 4.1 shall be replaced with the following: “In order to use Digital Rental you will have to have a valid credit card or Sixt corporate card registered with us and this card will need to be valid for the entirety of the Rental Period”.
- 3.2 The provisions of clause 4.13 shall not apply.

#### **4 Delivery and pick-up service**

- 4.1 Clause 5.1 shall be replaced with the following: “Following completion of the Digital Rental booking process you will be free to collect the Vehicle at the location specified”.
- 4.2 The provisions of clause 5.2, 5.3, 5.4, 5.5, 5.6, 5.7 and 5.8 shall not apply.

#### **5 Rental period**

- 5.1 Clause 6.2 shall be replaced with the following: “The Rental Agreement terminates when
  - (a) you have placed the keys to the Vehicle in the glovebox of the Vehicle, locked the Vehicle using the Sixt App and pressed the “end rental” button on the Sixt App; or

(b) the Vehicle and any applicable Optional Extras are returned and the Vehicle's keys are handed over to one of our employees, or placed in one of our key-drop boxes, or where we have provided our prior written authorisation, handed over to a hotel-reception desk;

and

(c) we have inspected the Vehicle. We will use reasonable endeavours to ensure that such inspection will take place within 4 Business Hours of you pressing the "end rental" button".

## **6 Extending the Rental Period**

- 6.1 Clause 7.3 shall be amended to read "Where you want to extend the Rental Period for up to 84 days we have the right to require you to, and you shall if requested by us, come back to our location of business closest to you during Opening Hours in order that we can agree a new Contract and possibly exchange the Vehicle. Information on where our locations of business are can be found on our website <https://www.sixt.co.uk/car-hire/united-kingdom> . We may require an additional deposit together with the relevant method of payment for the extended Rental Period.

## **7 Inspecting the Vehicle on collection**

- 7.1 Clause 8.2 shall be amended so that it reads: "Any existing damage to the Vehicle will be stated on the Rental Agreement and viewable within the Sixt App"
- 7.2 Clause 8.3 shall be amended so that it reads: "When you collect the Vehicle you should inspect it. If there is any damage other than Minor Damage you must make sure that you record it using the damage recording functionality in the Sixt App. You will be responsible and liable for any damage to the Vehicle which was not recorded using this process".

## **8 Returning the Vehicle and condition on return**

- 8.1 Clause 9.1 shall be replaced with the following "We will use reasonable endeavours to inspect the Vehicle within 4 Business Hours of its return for any damages or changes in condition from that which was described in the Rental Agreement and/or which was noted in the Vehicle damage overview accessible via the Sixt App, at the time of the Vehicle pick-up or which you notified to us in accordance with the provisions of clause 8. Where you are not present for the Vehicle inspection, we will notify you of our findings as per clause 9.9 and include any relevant photographs of such damage we find in our inspection for you to review".
- 8.2 The provisions of clause 9.9 shall be amended so that the final sentence reads "Please note, when you agree to the Rental Agreement you authorise us to take payment for damages if necessary and we may automatically charge your payment card for this".

## **9 Vehicle rental requirements and your responsibilities**

- 9.1 The provisions of clause 10.1 shall not apply.
- 9.2 Clause 10.3 shall be replaced with the following: "We reserve the right to perform a DVLA licence check on you. If we do perform such check and the results are not satisfactory we will not rent the Vehicle to you".

9.3 A new clause 10.7 shall be added as follows: “Your login details for the Sixt App is for your personal use only and may not be passed on to any third party, this also applies to any PIN codes provided for the locking/unlocking of vehicles. The PIN must be kept securely and not within the immediate vicinity of your login details, and in case of loss of PIN or login details, this must be reported to Sixt immediately via email to [contact@sixt.com](mailto:contact@sixt.com).”

## 10 **Speeding, parking and traffic fines and charges**

10.1 The provisions of clause 15.3 and 15.4 shall be amended so that the phrase “by signing the Rental Agreement” is replaced with the phrase “by agreeing to the Rental Agreement”.

## 11 **Optional extras and products**

11.1 The provisions of clause 16.1.1 shall be amended with the addition of the following sub-clause: “(g) you allowing any third party to access the Sixt App or the sharing or loss of your PIN for the Sixt App”.

11.2 The provisions of clause 16.1.3 shall be amended with the addition of the following sub-clause: “(e) you allowing any third party to access the Sixt App or the sharing or loss of your PIN for the Sixt App”.

## 12 **Ending the contract early and limitation of liability**

The provisions of clause 17.4 shall be amended so that the first sentence reads “If we materially break the terms of the Contract, you may end the Contract by providing us with notice by email to [customer-service-uk@sixt.com](mailto:customer-service-uk@sixt.com)

## 13 **Personal information security checks**

13.1 The provisions of clause 18.1 shall be amended so that the first sentence reads “You will provide your personal information through the Digital Rental booking system”.

13.2 The provisions of clause 18.2 shall be amended so that the second sentence reads “By agreeing to the Rental Agreement or driving the Vehicle, you agree to such checks being carried out against you”.

## **General Terms and Conditions of Rental for SIXT+**

These General Terms and Conditions of Rental for SIXT+ ("**SIXT+ GTC**") govern the rights and obligations inherent in all contractual relationships within which Sixt Rent a Car Ltd (hereinafter referred to as "**Sixt**") provides vehicles to consumers within the scope of the "SIXT+" product for temporary use along with all associated services ("**SIXT+ Services**").

### **A: Basis of contract**

1. **Basis:** These General Terms and Conditions of Rental for SIXT+ (SIXT+ GTC) and, in addition thereto, the General Terms and Conditions of Rental for Sixt rent a Car Ltd. apply to the SIXT+ Services as amended at the time of the vehicle being handed over. The General Terms and Conditions of Rental (GTC) are on display in the rental branches and can be viewed at [www.sixt.co.uk](http://www.sixt.co.uk). Should any contradictions or ambiguities arise between these SIXT+ GTC and the General Terms and Conditions of Rental (GTC), these SIXT+ GTC shall take precedence over the General Terms and Conditions of Rental (GTC).
2. **Updates:** Sixt may update these SIXT+ GTC from time to time and make further changes to the Sixt Services offered at its discretion. The contract with the Customer is subject to the SIXT+ GTC and the General Terms and Conditions of Rental (GTC) for Sixt applicable at the time the vehicle rental begins. Sixt may make changes to the SIXT+ GTC and/or the SIXT+ Services to be rendered under the contract with the Customer during the term of the contract to the extent that such changes do not put the Customer at an inappropriate disadvantage. As such, SIXT shall only make changes during the term of the rental agreement (i) that are required for legal, regulatory or security reasons or (ii) to further develop or optimise existing SIXT+ Services or (iii) to take due account of technological advances and to make technical adaptations or (iv) to safeguard the operability of Sixt vehicles, provided that such changes under (ii) to (iv) do not result in the services agreed under the contract being materially reduced. As far as is reasonable, Sixt shall inform the Customer in advance about the planned changes and of their right to reject these changes during the current rental relationship in an appropriate way and within a reasonable period of time (e.g. by email or by means of an in-app notification). In the notification of changes Sixt shall also provide information about where the Customer must send their rejection and what consequences will result if the Customer does not reject said changes. The changes are deemed accepted by the Customer if they do not reject them within 30 days.

### **B: Vehicle use and Sixt services**

1. **Subject matter of the contract:** When entering into a SIXT+ contract, the Customer may hire a vehicle at participating SIXT branches in selected towns and cities in Great Britain under the conditions applicable at the time of signing the contract, and to return said vehicle to participating SIXT branches within Great Britain. The applicable conditions together with a current list of participating towns and cities can be viewed in the online booking section at <https://www.sixt.co.uk/plus> or in the Sixt app.
2. **Vehicle:** The Customer rents a vehicle from the selected category for the duration of the contract. The Customer is not guaranteed to receive a particular model and has no right to a specific vehicle.
3. **Swapping vehicles during the rental term:** As Sixt is a premium provider, it only holds vehicles, including vehicles subject to these GTC, for a certain period of time and until a certain mileage is reached. Therefore, Sixt is entitled, during the term of the contract, to swap the vehicle provided

to the Customer if the vehicle has been held by the company for a certain period of time or has reached a certain mileage. Depending on this holding period or the mileage, it may be necessary to swap a vehicle provided to a customer with another vehicle of equal value, i.e. belonging to the category agreed in the contract, during the term of the contract. The Customer shall be informed in good time about the need to swap the vehicle by the responsible Sixt branch and is obliged to return the vehicle at the stipulated time and to the stipulated Sixt branch as well as to comply with any other measures required of them for the vehicle swap.

If Sixt initiates a vehicle swap during the term of the contract because the mileage limit or holding period of the vehicle that is provided to the Customer has been reached, this is not considered a vehicle return as defined under Section E: item 2 and thus not as a termination of the contractual relationship.

If the Customer fails to return the vehicle or fails to return the vehicle on time at the specified date, a service fee shall be payable in accordance with the applicable table of fees, which can be accessed in Sixt's Rental Information in United Kingdom under <https://www.sixt.co.uk/rental-information/#/>. The service fee is not charged if the Customer demonstrates that they are not responsible for circumstances that caused the service fee to be charged or that Sixt did not incur any costs or that any costs actually incurred were significantly lower than the service fee as per the table of fees. Sixt is entitled to assert a claim for additional compensation for damages. In such cases, the service fee is off-set against any claim for further compensation for damages stemming from the same breach of obligations.

4. Cross-border journeys: The vehicle rented on the SIXT+ contract may not be driven outside of Great Britain. This restriction also applies to the British Isles and Northern Ireland
5. Reporting the number of miles driven (mileage): In order to monitor the safety of the vehicle and the contractually agreed number of miles that can be driven, the Customer is obliged to inform Sixt of the current mileage of the rental vehicle once every 30-day billing period for the duration of the contract. The Customer receives a request from Sixt to report the mileage (e.g. via an in-app notification). Said report must be provided by the Customer no later than on the last day of the billing period in which the notification was sent. If the Customer exceeds the contractually agreed mileage for a 30-day billing period, the Customer shall be charged for the additional miles driven in accordance with the agreed tariff. Any mileage included in the rental fee but not consumed during a billing period is credited to the Customer and may be used in a subsequent billing period.

If a Customer fails to submit the mileage driven to Sixt in contravention of the aforementioned provision, Sixt may charge an additional service fee to the customer in accordance with the applicable table of fees (available at <https://www.sixt.com/rental-information/#/>) for contacting the customer and for recording the kilometres driven retrospectively in the course of the next respective billing period. The service fee is not charged if the Customer demonstrates that they are not responsible for circumstances that caused the service fee to be charged or that Sixt did not incur any costs or that any costs actually incurred were significantly lower than the service fee as per the table of fees.

### **C: Entering into an online contract, no right of withdrawal**

1. Entering into a contract: The product range presented online or in the app does not constitute a binding offer by Sixt, but instead is intended to motivate the Customer to submit a binding offer.

During the ordering process, the Customer may sign-in using existing login credentials (email address) or to register for the first time and to provide the information required for a contract. By completing the information required for the user account and submitting the order by clicking on the order button "Order and Pay", the Customer submits a binding offer to Sixt to enter into a contract. The contract between Sixt and the Customer takes effect by confirmation being sent (e.g. by email), generally shortly after the Customer submits their binding offer. In this confirmation, Sixt confirms receipt of the Customer's order (confirmation of receipt) and that the contract has been effected.

2. Exclusion of the right of withdrawal: The Customer has no right of withdrawal, i.e. it is not possible for the Customer to revoke their declaration of intent to enter into the SIXT+ contract.

#### **D: Picking up the vehicle, fuel regulations**

1. Picking up the vehicle: When confirming the contract, Sixt informs the Customer of the exact place, date and time where and when the Customer can pick up the vehicle. It is not possible to change or otherwise move the place, date and time for the handover as confirmed by Sixt. If the Customer fails to pick up the vehicle on the confirmed pick-up date, the contract entered into with Sixt by the Customer remains unaffected and is not terminated. The Customer has a period of 29 days following the originally confirmed pick-up date to take possession of the vehicle at the Sixt branch in question. Should the Customer fail to pick up the vehicle during this period of time, the SIXT+ contract shall automatically terminate at the end of the first 30-day billing period, without the need for a separate notice of termination.

When taking possession of the vehicle, the Customer is required to present the payment method used when making the online booking. The payment method must be issued in the name of the SIXT+ contracting party. If the Customer is unable to present the corresponding payment method when picking up the vehicle, and if it is not possible to agree on an alternative payment method at this time, Sixt may refuse to hand over the vehicle. In such an event, the Customer shall be given the opportunity to present a valid payment method within a period of 29 days. If the Customer fails to present a valid payment method within the aforementioned period of time, Sixt shall be entitled to withdraw from the contract. In such cases, the Customer shall be unable to assert any claims for non-performance or for reimbursement of rental fees paid in advance and for the one-off fees.

#### **E: Term of the contract, termination, billing period, fees and payment terms**

1. Term of the contract The contract has a minimum term of 30 days and commences on the fixed date of the vehicle handover as announced to the Customer by Sixt. Once the agreed minimum term has expired, the term of the contract shall be automatically extended by a further 30 days at a time (known as the "30-day billing period"), up to a maximum of 90 days (or 3 calendar months, if this is shorter). Unless the contract is terminated by either party in accordance with the provisions set forth in these SIXT+ GTC, the vehicle must be returned to a Sixt branch on, or before the 90<sup>th</sup> day.
2. Termination by the Customer: The customer is entitled to terminate the contract at any time by returning their vehicle to a Sixt branch. The act of returning the vehicle to a Sixt branch is considered ordinary termination of the existing contract with effect from the end of the 30-day billing period during which time the vehicle was returned.

The provisions under Section E: item 8 (vehicle return) apply to the return of vehicles. For the avoidance of doubt, it is stated that returning the vehicle before the end of a 30-day billing period does not equate to a premature termination of the contract, and Sixt is entitled to continue charging the rental fee to the Customer until the contract comes to its regular end.

3. Sign-up fee: A one-off sign-up fee is charged when the contract is signed in accordance with the applicable conditions outlined in the booking process at the time of entering into the contract and is payable together with the contractually agreed rental fee for the first billing period regardless of the respective term. The Customer is not entitled to a refund of the sign-up fee, except in cases specified by law.
4. End of Contract: The maximum term of the contract is 90 days (or 3 calendar months, if this is shorter), by which point the vehicle must be returned to a Sixt branch. Subsequent contracts may be commenced following the return of the vehicle, but any such subsequent contracts shall be a new contract for a different vehicle and shall not in any circumstances be a continuation of any contract beyond the maximum term specified herein.

Sign-Up Fee Promotions: Subsequent subscriptions must be picked up within 5 days of off hire of previous subscription in order to qualify for any promotions relating to the continuation of commitment.

5. Customer tariff and due date: The contractually agreed rental fee, together with any optional extras used, must be settled in full. The contractually agreed rental fee is normally charged in advance for the upcoming period of 30 days, while the sign-up fee is due when the first rental fee is billed. The rental fee for the first 30 days (minimum term) is payable promptly after receiving confirmation of the online booking. Sixt is not required to pay interest on advance payments received. All prices are inclusive of statutory VAT.
6. Accepted payment method: The Customer must provide a valid payment method during the online ordering process in order to pay the contractually agreed rental price as well as the sign-up fee. The customer authorises Sixt to debit the contractually agreed fee (rental fee, one-time fees, additional fees etc.) from the specified payment method. The customer remains responsible for all outstanding amounts. If a payment cannot be successfully processed because the payment method provided has expired, does not have sufficient credit or the payment fails for any other reason, and the contract has not been duly terminated, the customer shall receive a notification (e.g. email or in-app push message) from Sixt with the request to deposit a valid payment method. The Customer then has 24 hours following receipt of the aforementioned notification to file a valid payment method, from which the contractually agreed payments can be debited or collected. If the Customer fails to comply with this obligation within the aforementioned period, Sixt is entitled to demand the immediate return of the vehicle from the Customer and to block access to the offered service until a valid payment method has been successfully debited.

The Customer can update their payment method in the Sixt App at any time. Following each update, the Customer authorises Sixt to continue charging the payment method in question.

7. Driving Licence Requirement: You are obliged to inform Sixt via email ([driving-licence@sixt.com](mailto:driving-licence@sixt.com)) of the revocation of your driving licence, any new endorsements or restrictions. In case of the revocation or whereby any new additional endorsements prohibit you from driving a Sixt vehicle

with immediate effect under our general guidelines, the contract will be terminated immediately and the vehicle must be returned to a Sixt location.

8. Vehicle return: Notwithstanding the option of terminating the contract at any time by returning the vehicle to any Sixt branch, the Customer must use the Sixt app to arrange an appointment to return the vehicle at least seven days before the end of the current billing period and agree on a binding return date to a Sixt branch.

An additional service fee according to the table of fees is payable if

- (i) the Customer does not arrange a return date and brings back the vehicle to a Sixt branch without prior notice or
- (ii) the Customer arranges a return date but fails to keep it or
- (iii) the Customer arranges an appointment to return the vehicle, but then returns the vehicle to a different Sixt branch to the one indicated in the appointment.

The aforementioned service fee is not charged if the Customer demonstrates that they are not responsible for circumstances that caused the service fee to be charged or that Sixt did not incur any costs or that any costs actually incurred were significantly lower than the service fee as per the table of fees. Sixt is entitled to assert a claim for additional compensation for damages. In such cases, the service fee is off-set against any claim for further compensation for damages stemming from the same breach of obligations.

9. Termination for cause: The right of both parties to terminate the contract for cause remains unaffected.

Sixt is entitled to terminate the contract for cause particularly in the following cases:

- The payment method provided by the Customer is not covered
- The Customer violates applicable laws and regulations
- The Customer attempts to take the vehicle outside of Great Britain
- The Customer does not inform Sixt of the revocation, any new endorsements or restrictions to their driving licence
- The Customer uses the Sixt vehicle in a way that contravenes the contractually agreed and permitted use
- The Customer puts the value of the Sixt vehicle at risk by neglecting the duties of care incumbent upon them
- The Customer gives the vehicle to an unauthorised third party, i.e. to an individual who has not been authorised by Sixt to drive the vehicle
- The Customer does not hand the Sixt vehicle over to Sixt at the latter's instruction
- The Customer seriously or repeatedly violates these SIXT+ GTC or the General Terms and Conditions of Rental (GTC) and fails to remedy the violation promptly despite being warned by Sixt.

## **F: Booking optional extras**

1. Optional extras when booking online: If the Customer books optional extras when entering into the contract online or when picking up the vehicle at the Sixt branch, which are not included in the rental price (e.g. satellite navigation, child seat, etc.), these optional extras shall be billed in the subsequent 30-day billing period. If an optional extra is only booked when the vehicle is

picked up at the branch, the respective fee shall be authorised on the corresponding payment method until the next bill is due.

2. Optional extras during the term of the contract: The Customer is able able to view the optional extras (e.g. booked mileage packages) booked via their user account in the SIXT App at any time during the term of the contract and to adjust them for future billing periods. The availabilities and tariffs displayed in the SIXT app apply here. Optional extras booked subsequently are billed with the next invoice and charged until they are cancelled by the Customer. Optional extras can always only be booked for a full 30-day billing period.