



Private Rent

STERNRENT BV GENERAL CONDITIONS OF HIRE

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Inhoudsopgave

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Definition of terms:

In these conditions, the following terms apply:

lessee: the natural person or legal entity entering into the hire contract as the lessee;

hire price: the amount to be paid by the lessee to the lessor for the hire of the vehicle, the associated administrative costs, and any applicable supplementary services and products;

lessor: the natural person or legal entity entering into the hire contract as the lessor;

hire contract: the contract between the lessor and the lessee, under the terms of which the lessor leases the vehicle to the lessee and the lessee leases the vehicle from the lessor.

consumer: a natural person who, as the lessee, has entered into the hire contract for purposes other than the exercise of a profession or business;

loss: the financial loss or other detriment directly or indirectly incurred by the lessor as the result of:

- damage (including a condition of the vehicle or of parts thereof not covered by normal damage) or loss of the vehicle or accessories or components thereof, or of other property of the lessor. Among other things, such damage includes the costs of repairing or replacing the vehicle and the consequent loss of hire revenue; or

- detriment inflicted on persons or property with or by the vehicle, for which the lessor, the registered vehicle keeper or the liability insurer for the vehicle may be held liable.

driver: the actual driver of the vehicle.

Article 1: Determination of the hire price and the duration of hire

1. The hire contract is entered into for the period and at the price stated in the contract, or as otherwise agreed in writing.

2. At the start of the hire contract, the initial odometer reading is noted. The number of kilometres driven is determined on the basis of the odometer reading. If the odometer develops a fault, the lessee must report this immediately to the lessor.

Article 2 Delivery at location by lessor

1. In the event that the vehicle is delivered at a location, the lessee must sign for receipt and for the state of the vehicle. The vehicle has the agreed accessories and specifications, and also the mandatory equipment for the Netherlands. NB: other equipment may be required in other countries. Unless otherwise agreed, the lessee must provide for this in those countries (e.g. mandatory winter tyres, toll boxes, low emission zone badges and so on). If the lessee is not able to sign on delivery, he can notify the lessor of any discrepancies concerning receipt of the vehicle and its condition up to two hours after delivery. If the lessee fails to respond or does not respond promptly, he is deemed to agree to receipt of the vehicle and its current condition.

2. The lessor will only hand over the key to an authorised person, and will not deposit the key in a letterbox or other place that is not adequately secured.

Article 3: Signing in / Returning the vehicle

1. The lessee is obliged to return the vehicle to the premises specified in the hire contract on or before the date and time that the contract ends unless there is prior agreement to extend the contract.

2. The lessee remains responsible at all times to promptly hand in or sign in the vehicle. The hire period ends at the moment when the vehicle has been correctly signed in. Signing in retrospectively or for some point in the future is not possible.

3. If neither the lessee nor the driver is present at the time when the lessor collects the vehicle, he agrees to the lessor's findings concerning the vehicle's condition.

Article 4: Exceeding the hire period

1. The lessee is obliged to return the vehicle to the business and address stated in the hire contract, or at another agreed address, no later than the date and time when the hire period ends. During opening hours, the lessor is obliged to take receipt of the vehicle.

2. The vehicle may only be returned outside of business hours and/or made available at another place with permission from the lessor.

3. Arrangements regarding the earlier return of the vehicle within the agreed hire period are without obligation.

4. If the vehicle has not been returned in the agreed manner after the hire contract, including any agreed extension, has expired, the lessor has the right to immediately repossess the vehicle. The lessee's obligations arising from this contract remain in force until the moment when the vehicle is again in the possession of the lessor.

5. If the lessee has not returned the vehicle on time, the lessor has the right to charge the lessee 20% of the daily hire price for every hour by which the hire period is exceeded. After the hire period has been exceeded by 5 hours, up to 1.5 times the daily hire price can be charged per day, without prejudice to the lessee's obligation to compensate the lessor for any loss that has or will be incurred. If it proves practically and persistently impossible to return the vehicle, no increased hire price will be charged. The increase in the hire price does not apply if the lessee can demonstrate that the exceeding of the hire period is due to force majeure.

Article 5: Cancellation

1. If a contract is cancelled, the lessee will be due to pay the following cancellation fees:

- on cancellation up to the 42nd day (exclusive) before the day of hiring, the down payment with a maximum of 20% of the hire price;

- on cancellation starting from the 42nd day (inclusive) until the 28th day (exclusive) before the day of hiring: 35% of the hire price;

- on cancellation starting from the 28th day (inclusive) until the 21st day (exclusive) before the day of hiring: 50% of the hire price;

- on cancellation starting from the 21st day (inclusive) until the 5th day (exclusive) before the day of hiring: 75% of the hire price;

- on cancellation starting from the 5th day (inclusive) until the day of hiring: 90% of the hire price; on cancellation on the day of hiring or later: the full hire price.

2. Any cancellation outside of office hours is deemed to have been made on the next calendar day.

Article 6: Payment

1. Before the commencement of the hire period, the lessor can insist that the lessee pays the hire fees in advance, or that a security deposit should be paid. If the advance payment exceeds the hire price that is

due, then this will also extend to payment of all other amounts that the lessee may owe, or come to owe, to the lessor.

2. The security deposit in respect of own risk will not be returned until after the vehicle has been handed in. In the event of damage, the security deposit in respect of own risk will not be returned until the lessor has investigated the extent of the damage. If the damage does not exceed the own risk amount, the lessor will repay the security deposit to the lessee, minus the amount corresponding to the damage.

3. The lessor is entitled at all times, both when entering into the hire contract and in any extension of it, to demand of the lessee payment security or a payment order by credit card. An authorisation of this kind is irrevocable.

4. Unless otherwise agreed, the hire price must be paid immediately upon expiration of the agreed hire period or, in the event that the lessee has not returned the vehicle after the agreed hire period has expired, immediately after the lessor has recovered possession of the vehicle.

5. If the lessee fails to pay the hire price or the outstanding part of it at the moment referred to in the previous clause, the lessee will be in default by operation of law without any further notice of default being required. Starting from the date of default, the lessee shall be due to pay the statutory rate of interest plus 4% per annum on the outstanding amount, whereby part of a month counts as a full month.

6. Once the lessee is in default, he is obliged to repay any collection costs. Collection costs are defined as all costs incurred by the lessor, judicially and extra-judicially, in the recovery of the amount owing. The collection costs shall amount to at least 15% of the amount owing (including the statutory interest) or, if the amount owing is less than € 500.00 (excl. VAT), at least € 100.00 (excl. VAT).

Article 7: Costs associated with the use of the vehicle

During the hire period, the costs associated with the use of the vehicle – including, but not limited to, toll charges, fuel costs, cleaning, traffic fines, and parking fees – are to be paid by the lessee.

Article 8: Use of the vehicle

1. The lessee is to treat the vehicle with care and to ensure that the vehicle is used for the purposes for which it is normally intended. In that respect, the lessee is deemed to have the necessary expertise.

2. The lessee is obliged to return the vehicle to the lessor in the same state that he received it at the start of the hire period.

3. Only those persons nominated as drivers in the hire contract – acting also in the capacity of lessee if applicable – are permitted to drive the vehicle. The lessee is not permitted to make the vehicle available to a person who is not nominated as a driver in the hire contract. The lessee and the registered driver(s) must possess a valid driving licence and be at least 21 years old.

4. The lessee must ensure that the drivers nominated in the hire contract have the necessary competence and mental ability to drive the vehicle.

5. The lessee is not permitted to lease the vehicle to third parties without written permission from the lessor.

6. The lessee is not permitted to make any commitments towards third parties in the name of the lessor, nor to give an impression of doing so.

7. If the vehicle should fall into the power of others than the lessee, the latter must notify the lessor of this immediately in writing.

8. The lessee is not permitted to accept hitchhikers or animals into the vehicle, to use the vehicle for driving lessons or for paid passenger transport, or to hold races or tests of speed, driving skill or reliability with the vehicle.

9. The lessee is to ensure that the vehicle is not overloaded.

10. You are allowed to use the vehicle in the following foreign countries only after receiving permission from SternRent: Belgium, Denmark, Germany, Finland, France, Ireland, Italy, Croatia, Luxembourg, Austria, Portugal, Scotland, Slovenia, Spain (with the exception of Ceuta and Melilla), the Czech Republic, the United Kingdom, Sweden, Norway and Switzerland. Use in other countries is not permitted.

11. The lessee is to see to it that all fluids and the tyre pressure are maintained at the correct levels, and should submit the vehicle for maintenance in accordance with the service schedule and the provisions of clause 2 in Article 9.

12. The lessee is obliged to return the vehicle in a clean state. In the event of failure to fulfil this obligation, the cleaning costs may be charged, with a minimum of € 25.00 (excl. VAT).

13. The lessee is to use fuel that is appropriate for the vehicle.

14. If the vehicle is damaged or develops a fault, the lessee is not permitted to use it if this might lead to the damage or fault being exacerbated, or to a reduction of its safety on the public highway.

15. In the event of any incident that has led, or could lead, to damage, the lessee is obliged:

- to notify the lessor of this immediately by telephone;
- to follow the instructions of the lessor;
- to alert the local police;
- to provide the lessor and his insurer with all information and documents (whether or not requested)

that relate to the incident;

- to present the lessor with a fully completed and signed damage report form within 48 hours;
- to refrain from admittance of guilt in any form whatsoever;
- to refrain from leaving the vehicle without taking reasonable measures to prevent (further)

damage, loss or theft;

- to provide the lessor and persons appointed by the lessor with all requested cooperation for the purpose of obtaining damages from third parties or to defend against claims from third parties.

16. The lessee is responsible for ensuring that the driver, the passengers and other users of the vehicle conduct themselves in accordance with the rules applicable to the lessee by virtue of this Article.

17. The lessee is to inform the lessor as quickly as possible regarding:

- any malfunction in the operation of the odometer, the tachograph, the speed limiter or the PTO, cooling engine and operational hours meter as soon as the lessee has reason to assume that there is a malfunction;
- breakage of the sealer plan of the fuel supply system, as soon as the lessee has reason to assume that the seal has been broken;
- the occurrence of an event that results in, or may be reasonably expected to result in, damage to, with or by the vehicle;
- the vehicle becoming defective;
- the loss of the vehicle, its components and/or accessories, or otherwise losing control over the same;
- seizure of the vehicle;

18. The lessee is responsible for ensuring that:

- the load or parts thereof are secured in such a way that they cannot fall from the vehicle under normal traffic situations, including emergency braking, sudden evasive manoeuvres and poor road surfaces.
 - Where there is a danger that loose loads or parts thereof might fall while the vehicle is being driven, these must be efficiently covered off.
19. If the lessor has to provide the authorities with information regarding the identity of the person who was driving or using the vehicle at any given moment, the lessee must inform the lessor of this identity on demand and as a matter of urgency.

Article 9: Liability of the lessee for damage/loss

1. Unless otherwise indicated in the damage report that is made up at the start of the hire period, the lessee is deemed to have received the vehicle without any visible faults or damage.
2. The lessee is liable for all damage/loss arising during the hire period, subject to the following provisions in this Article.
3. If an own-risk sum is agreed in the hire contract, the lessee's liability for damage/loss from case to case is limited to the own-risk sum unless:
 - the damage/loss has arisen as a result of actions or negligence conflicting with Article 8 (use of the vehicle);
 - the damage/loss has been caused by the lessee's intent or gross negligence;
 - it relates to damage/loss resulting from any detriment inflicted on third parties by or with the vehicle, and the Statutory Liability Insurance that has been taken out for the vehicle provides no cover due to infringement of a provision in the policy conditions. The policy conditions are available to the lessor for inspection and will be sent to him free of charge at his first request. In the event that a provision of the policy conditions concerning material damage is incompatible with a provision of these hire conditions, the provision in the hire conditions will prevail;
 - the damage/loss has been occasioned by the loss of the vehicle and the vehicle's keys, or the alarm system controls or the vehicle documentation such as the registration document and border documents have not all been handed in to the lessor.
4. If a payment is issued to the lessor or a third party by virtue of an insurance contract that the lessor has taken out (whether mandatory or not) to cover the risk of statutory liability, this does not diminish the liability of the lessee for the damage/loss.
5. In deviation from the agreed own risk, an elevated own risk of up to € 1500.00 (excl. VAT) applies to the lessee who is the consumer, and up to € 5000.00 (excl. VAT) for the lessee who is not the consumer, for damage/loss arising as a result of damage to, or inflicted by, any part of the vehicle located more than two metres above the ground, or has been inflicted by any part of the load that is above that height.
6. Loss resulting from the impossibility of leasing the vehicle due (among other things) to repair, replacement or loss, is set in advance at an amount calculated as follows: the number of days on which leasing the vehicle is not possible, multiplied by the vehicle's hire price per day, minus 10% in connection with the saving of marginal costs. The 10% reduction explicitly does not apply in the event that the vehicle cannot be leased out due to it being lost.
7. In the event of damage abroad, the cost of repatriating the vehicle is payable by the lessee unless there is a question of a situation as referred to in the third clause of this Article.
8. Damage arising from exceeding the load capacity, overloading of the tailboard, or faulty directions from navigational equipment is excluded from insurance and entirely for the lessee's Own Risk.

Article 10: Repairs and maintenance sessions

1. The costs of repair work and maintenance sessions which become necessary during the hire period are payable by the lessor unless these costs are chargeable to the lessee by virtue of any provision of this contract or of the law.
2. Maintenance and repair work must be carried out at the lessor's business premises or at a location to be specified by the lessor. If that cannot reasonably be accomplished, the work is to be carried out by a garage that is in the dealer network of the importer of the relevant brand. In that case, the lessee is to request an advance quotation.
3. If the costs of repair work and maintenance sessions do not exceed the amount of 100.00 (excl. VAT), the work can be carried out without the lessor's prior permission. The lessor will repay the costs thereby incurred by the lessee for repair work and maintenance sessions upon production of a specified invoice and correct proof of payment. At the lessor's request, the lessee must hand in any components replaced in the course of repair. The lessor will repay any costs associated with the transport of these components upon production of a specified invoice and proof of payment.
4. If the costs of repair and replacement exceed the amount of 100.00 (excl. VAT), the lessee must ask the lessor's permission; failure to do so will mean that the costs are payable by the lessee.

Article 11: Technical defects of the vehicle

1. If the vehicle develops a technical fault that will take longer than 4 hours to repair, the lessee is entitled to a courtesy vehicle. The lessee is to contact the lessor's 24-hour service desk by telephone as soon as possible after detecting the technical fault.
2. The lessor is never liable for the consequences of the vehicle's breakdown and/or damage to goods transported with the vehicle. The lessee is expected to take out (travel) insurance for this, even if the lessee is a consumer.

Article 12: Sanctions and measures imposed by the authorities

1. All sanctions and measures imposed by the authorities in connection with the enjoyment and/or use of the vehicle are chargeable to the lessee, including the associated (administrative) costs with a minimum of €10.00, unless these relate to a defect of the vehicle that already existed at the start of the hire period.
2. If these sanctions and measures are imposed on the lessor, the lessee is obliged to indemnify the lessor at the latter's first request, whereby the lessee, in the event that the aforementioned indemnification does not take place at the lessor's first request, shall additionally be due to pay the lessor the judicial and extra-judicial collection costs with a minimum of € 25.00 (excl. VAT).
3. If the lessor has to provide information to the authorities in relation to any action or neglect of the lessee, the lessee is obliged to compensate him for the associated costs, with a minimum of € 10.00 (excl. VAT).

Article 13: Impoundment of the vehicle

If the vehicle is impounded under administrative, civil or criminal law, the lessee remains obliged to fulfil the obligations of the hire contract, including payment of the hire price, until the moment when the vehicle is free of attachments and again in the lessor's possession. The lessee is obliged to indemnify the lessor against all costs arising from the impoundment unless the impoundment of the vehicle is attributable to the lessor.

Article 14: Dissolution of the hire contract

The lessor has the right to terminate the hire contract without notice of default or legal intervention and to repossess the vehicle, without prejudice to his right to compensation of costs, losses and interest if, during the hire period, the lessee fails to promptly or fully fulfil one or more of the obligations of the hire contract, or if the lessee dies, is placed under guardianship, applies for a moratorium on payments or is declared bankrupt, or if the Debt Rescheduling (Natural Persons) Act is declared applicable to him, or if he moves his place of residence or business abroad, or if the vehicle is impounded, or if the lessor becomes aware during the hire period of the existence of circumstances of such nature that, had the lessor been aware of them, he would not have entered into the hire contract. The lessee shall lend the lessor his full cooperation in enabling him to repossess the vehicle.

Article 15: Liability of the lessee for the actions or negligence of others

The lessee is liable to the lessor for the actions and negligence of the driver, the passengers and other users of the vehicle, even if these did not have the permission of the lessee.

Article 16: Processing of the personal data of the lessee and the driver

1. The personal data shown in the contract are processed in a register of persons by the lessor as the responsible party as defined by the Personal Data Protection Act. This processing enables the lessor to implement the contract, give the lessee or driver optimal service and up-to-date product information, and provide the lessee or driver with personalised offers. The lessee or the driver can object to the lessor regarding the processing of their data for the purpose of direct mailing, and the lessor will honour this objection.
2. The data referred to in the first clause may also be incorporated into the Vehicle Hire Warning System. In addition to the lessor, BOVAG is responsible, on behalf of the Hire Companies Department, P.O. Box 1100, 3980 DC Bunnik, for incorporating this data into the Vehicle Hire Warning System. The personal data of the lessee and/or the driver can in any case be incorporated if there is any question of misappropriation of the vehicle, if the hire price is not paid, or not promptly paid, and if the vehicle is intentionally damaged. For a complete summary, see www.bovag.nl/elena. The aforementioned persons can request BOVAG for an opportunity to inspect the processed personal data and have it corrected, and can lodge a written objection.

Article 17: Applicable law

1. The hire contract is at all times subject to Dutch law.
2. The court where the lessor has his principal place of business is exclusively competent in the first instance to have jurisdiction in disputes between the lessor and the lessee.

Article 18: Track & Trace

In connection with the laws on privacy, the lessor considers it important to state that, apart from being fitted with immobilisers and/or alarm systems, a substantial part of the hire fleet is fitted with a Track & Trace system.

Article 19: Copy IDs / Reference check

In connection with the prevention of vehicle-related crime, the businesses affiliated with SternGroen NV make a copy of your ID document(s). This copy is processed, as defined by the Personal Data Protection Act. By signing this form, you give permission for a copy to be made in such a way that the BSN number is blanked out but not the pass photo. The copy will be destroyed six months after the vehicle is returned in the condition it was in at the start of the hire period.

The lessor reserves the right to carry out a reference check in the event of hire to private individuals.

Article 20: Complaints

Complaints regarding the implementation of the contract must be fully and clearly specified and promptly submitted to the lessor after the lessee has discovered the alleged shortcomings. Failure to submit the complaint promptly may result in the lessee losing his rights in the matter.

Article 21: Liability of the lessee for the actions or negligence of others

The lessee is equally liable for the actions and negligence of the driver, the passengers and other users of the vehicle, even if these did not have the permission of the lessee.

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