



# **General Terms and Conditions of Rental for SIXT share (Terms and Conditions)**

of  
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(hereinafter referred to as "Sixt")



## General Terms and Conditions for SIXT share

With SIXT share customers can rent, open and return their vehicle directly via the Sixt App and independent of the station.

### A: Rental

1. Upon unlocking the car with the Sixt App, the single lease agreement between the lessee and Sixt is executed and the chargeable rental period begins. The maximum possible uninterrupted lease duration of the same vehicle is 27 days. If the lessee continues using the vehicle after the termination of the maximum lease duration, the leasing relationship is not considered to be extended. Art. 545 of the German Civil Code (BGB) shall not apply.
2. By opening the vehicle, the vehicle will be switched into a driveable mode. The lessee shall ensure that no third person drives the vehicle once it has been opened.

### B: Return, return fee, navigation and communication system data

1. The return of a vehicle is possible both within a business area (see sections 2 and 3 below) and outside of a business area (see section 4 below). The business areas can be accessed on the Sixt App.
2. Within a business area, the vehicle can be returned by parking it either on a public parking space or on specially designated private parking space. If the vehicle is not returned in the business area in which it was rented out, a one-way fee is charged in accordance with the price list. At the moment of return attempt, if the vehicle is located in none of the designated business areas, the lessee receives a corresponding notice in the Sixt App. In this case, the return can be performed as described in section 4 below.
3. Within a designated business area, the lessee is only allowed to park the car on spaces with day or time-related restrictions for parking permits (e.g. stopping restrictions with additional sign such as "7:00 – 17:00 h" or "Monday 6:00 – 12:00 h"), if the restriction takes effect only 48 hours after parking the vehicle. This also applies to traffic bans, such as temporary parking prohibition due to events or house moving.
4. Returning a vehicle outside of the designated business areas is only possible at Sixt stations and through payment of an additional fee in accordance with the price list.
5. If the lessee has specified a return location when renting out the vehicle and does not return the vehicle there a Flexi Return Charge will be charged in accordance with the price list.
6. If the rental cannot be terminated via the Sixt App, the lessee must call the Sixt Support Team and discuss the further course of action.
7. The lessee shall secure the vehicle sufficiently against theft before parking it. Windows, sunroof, soft top and doors must be closed, the steering wheel lock engaged, and the lights switched off. The lessee is required to remove all objects taken into the vehicle from the vehicle upon the conclusion of use. In addition, the vehicle must be returned with all provided documents including the equipment located in the vehicle at the time of rental.
8. As a result of using a navigation device, the navigation data entered during the rental period can be stored in the vehicle, if necessary. When coupling mobile phones or other devices with the vehicle, data from these devices may also be stored in the vehicle. If the lessee/driver wishes the aforementioned data to no longer be stored in the vehicle after the vehicle has been returned, he must ensure that it is deleted before the vehicle is returned. Deletion may be affected by resetting the navigation and communication systems of the vehicle to the factory settings. Instructions can be found in the operating instructions in the glove compartment. The lessor is not obliged to delete the aforementioned data.
9. When returning the vehicle, the vehicle has to display a minimum remaining fuel or battery range of at least 15km. If the lessee returns a vehicle, which does not indicate aforementioned residual range, he shall bear the additional costs for transporting the vehicle to a refueling and/or recharging point to the amount of the flat rate specified in the price list, unless the lessee proves that these costs were not incurred, or not to that amount.
10. If the lessee does not return the vehicle or its key(s) to the lessor after expiry of the maximum agreed rental term (see section 2 below), either culpably or not, the lessor shall be entitled to demand payment in the amount of at least the previously agreed rental rate as compensation for use of the vehicle for the period for which the vehicle is detained; the right to assert further damages is not excluded.

### C: Due date, electronic invoicing, payment terms, security (deposit)

1. The lessee agrees that Sixt's invoices will generally be sent out in electronic format. The lessee agrees with the procedure, that he will not receive paper invoices and that Sixt issues an electronic invoice which complies with the statutory provisions, to the e-mail address provided in the customer or booking profile. The lessee can object the consignment of electronic invoices at any time. In this case, Sixt will perform paper-based invoicing to the lessee. The lessee is obliged to bear the additional costs for the paper-based consignment of the invoice and for the post-age in that case.
2. Direct debit procedures are performed by the external partner Billpay GmbH, Zinnowitzer Str. 1, D-10115 Berlin, Germany, [www.billpay.de/en/endkunden/](http://www.billpay.de/en/endkunden/), to which all payment claims are being assigned. By providing the required data for direct debit authorisation, the lessee grants the Billpay GmbH SEPA direct debit mandate to collect due payments and instructs the financial institute to redeem debits. The Billpay Creditor Identifier is DE19ZZZ00000237180. You will be notified about the Mandate reference at a later point in time by e-mail.

Payments by direct debit can only be made by the account of a private person. The settlement via a business current account, however, is not permitted.

Within eight weeks the lessee can, starting with the debit date, ask for a refund of the amount charged. Here, the conditions agreed with the financial institute of the lessee apply. The debt due remains also with a return debit note. Further information can be found at <https://www.billpay.de/en/sepa>. The prior information regarding the collection of the SEPA Direct Debit Mandate will be sent to the lessee at least one day before due date per e-mail to the provided e-mail address.

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The payment per direct debit requires, amongst other things, a successful identity check and credit assessment by the Billpay GmbH [www.billpay.de/en/endeckunden/](http://www.billpay.de/en/endeckunden/) as well as an IBAN and BIC capable private current account. If the direct debit payment is permitted to the lessee after the credit assessment, payments with debt-discharging effect can only be made to Bill-pay GmbH. The Terms and Conditions [www.billpay.de/allgemein/datenschutz/](http://www.billpay.de/allgemein/datenschutz/) of Billpay GmbH apply. In case of direct debit payments via Billpay, we remain responsible for general user requests, complaints, etc.

In case of a returned debit (because of an expiry of the current account or unauthorised objection by the account holder), the lessee entitles Billpay to submit the direct debit for the respective due payment obligation one more time. In such a case, the lessee is bound to pay the costs incurred by the returned debit. Further claims are reserved. In light of the effort and the costs for returned debits and to avoid the processing fee, we kindly ask you not to object the direct debit in case of a cancellation, withdrawal or complaint. In such a case, the reverse transaction takes place by reverse transfer of the relevant amount or by credit note.

3. At the beginning of the rental period, the lessee is obliged to provide a deposit as security for the fulfilment of his obligations. The deposit amount depends on the expected rental cost. If no prospective rental cost is determined at the beginning of the rent, the deposit amounts up to EUR 25,-. If the usage costs exceed the deposit fixed at the beginning of the rent, Sixt may at any time adjust the deposit amount. If this adjustment fails, Sixt shall be entitled to terminate the rental agreement without notice or to withdraw from the rental agreement. In this case, the lessee shall be liable for all costs (e.g. for the purchase of a second key, the costs of a technical employee and/or the return of the vehicle) incurred as a result of the termination or withdrawal in accordance with the price list. In such a case, claims for compensation by the lessee will not be accepted. No interest is charged on the collateral. Sixt may also assert its claim to the provision of a security for a longer period after the commencement of the rental relationship.
4. Instead of debiting the customer's credit card, Sixt can, by making a so-called merchant request in its favour, have a sum in the amount of the deposit frozen under the credit facility granted to the customer by his credit card institution for his credit card.
5. Unless otherwise agreed, the rent and all other fees and the security deposit shall be charged to the payment method of the lessee, in particular to a credit or debit card.

### D: Protection of login details and PIN; Update of residing and registration address; Reporting obligation in case of driving license withdrawal

1. The lessee determines a PIN for the usage of the digital services (including in particular SIXT share), which he shall not disclose to third parties and which he shall sufficiently protect from the access of third parties. This PIN allows the opening of vehicles per Sixt App. Written records of the PIN shall not be stored within proximity to the login details and not be saved unsecured on the smartphone. If the PIN gets lost, Sixt must be notified immediately per e-mail at [contact@sixt.com](mailto:contact@sixt.com). The login details and the PIN may not be disclosed to third parties (including members of the family and household).
2. The lessee is obliged to inform Sixt via e-mail ([fuehrerschein@sixt.com](mailto:fuehrerschein@sixt.com)) of the revocation of his/her driving license, as well as regarding all circumstances placing a restriction on the driving license (for example, restriction of the driving license, temporary seizure or confiscation of the driving license or a judicial or official driving ban). Upon revocation of the driving license or the occurrence of other circumstances placing a restriction on the driving license (for example, restriction of the driving license, temporary seizure or confiscation of the driving license or a judicial or official driving ban), the lessee is prohibited from using the app for renting vehicles. If one of the aforementioned circumstances occurs, the right to drive a rented vehicle shall end or be suspended immediately.

### E: Permitted usage, no additional drivers, journeys abroad

1. The vehicle shall only be driven by the lessee. Additional drivers are not permitted with SIXT share.
2. The vehicle may be used only on public roads, but not for driving school practice. The vehicle may not be used
  - for motor sport purposes, in particular driving events where the important thing is to achieve,
  - on official race courses,
  - for vehicle tests or for safety driving training,
  - for the commercial transportation of persons,
  - for renting to sub lessees,
  - for committing criminal offences, even if said offences are punishable only under the law of the place where the offence is committed,
  - for transporting easily inflammable, toxic or other hazardous substances,
  - for the transportation of animals, unless they are located in a closed cage, which is safely stored,
  - under the influence of alcohol (blood-alcohol limit of 0.0 ‰) or drugs, as well as after the intake of medication, that may impair driving ability,
  - for the transportation of children up until the age of 12 that are smaller than 150 cm in height, if no suitable and age-appropriate approved child restraints (infant carrier, baby seat, booster seat) is being used for the children (all manufacturer's instructions for the installation and dismantling of child restraint systems must be complied with).

The lessee is explicitly prohibited from

- dirtying beyond normal expected use the vehicle or to leave any type of litter in the vehicle,
- to smoke in the vehicle or to allow fellow passengers to smoke,
- to return the vehicle without equipment (e.g. reflective vest, first aid kit, etc.),
- to deactivate the passenger airbag, unless, if this is done for the protection of children or infants which are being transported by using a booster seat or to comply with safety advice, when using an infant carrier. The passenger airbag must be reactivated after discontinuation of use.

3. The lessee is obliged to properly secure any goods carried.
4. Foreign travel with vehicles of the SIXT share fleet is permitted into the following countries: Austria, Switzerland, Liechtenstein, Italy, France, Denmark, Sweden, Norway, Finland, Belgium, Luxembourg, the Netherlands, the UK, Ireland, Spain, Portugal, Monaco, Andorra, San Marino, the Vatican, Gibraltar. Traveling to any other countries is not permitted. The vehicle must be returned within the country where it was rented out.
5. Any violation or non-performance of a provision under preceding clauses of section E shall entitle Sixt to terminate the rental agreement without notice or to rescind the rental agreement. In any such event the lessee shall have no right to damages. This shall be without prejudice to any claim to damages that accrues to Sixt due to the breach of one of the provisions under section E.

### **F: Condition of the vehicle, repairs, fuel, fueling**

1. The lessee undertakes to treat the vehicle appropriately and with due care, to observe all the regulations and technical rules which apply to its use (i.e. not to drive the vehicle with insufficient engine oil or coolant levels) and to check regularly that the vehicle is in a roadworthy condition and to properly lock the vehicle. The lessor's vehicles are non-smoking vehicles in principle.
2. Maintenance, repairs and other technical interventions shall not be ordered or carried out by the lessee. In the event that the engine oil level falls below a critical level during a drive, the lessee shall contact the Sixt support team and agree on the further procedure. The same applies for all critical warning messages the vehicle displays during a drive
3. The vehicle can be fuelled at a partner gas station at the cost of Sixt. The current partner gas stations can be looked up in the Sixt App. The fuelling process at partner gas stations is performed by using the Sixt App. If the lessee refuels at any non-partner gas station, he/she must advance the payment of such costs. They will be refunded by Sixt when presented with the refueling receipt.
4. If the lessee refuels a vehicle which is less than 25 % fueled at the start of the rental process and more than 90 % fueled at the end of the refueling process, the lessee shall receive a voucher from Sixt in the amount of EUR 8 (gross). The voucher can be redeemed during one of the next rentals with SIXT share. If the lessee generates a value added taxable event by refueling as described in sentence 1 of section F.3.4 in return for the voucher being provided to lessee by Sixt, Sixt and the lessee agree that the net value of both services shall be EUR 6.72. The lessee shall be entitled to the refund of the VAT on the amount of the fuel paid. Sixt points out that any possible taxation of the renter's own performance in connection with the issuance of this voucher to the renter must be properly addressed on his own tax assessment.

### **G: Accidents, theft, obligation to notify, obligation**

1. Accidents, theft, and any/all damages of the vehicle must be reported immediately to the Sixt Support Team by phone call. The lessee is obliged to ensure that all reasonable measures required for the mitigation and preservation of evidence are being taken. For this purpose, the lessee must categorically report each accident or damage to the police and consult them, regardless of whether it was self-inflicted or with third-party involvement, also for pure property damages and if no third party is involved. If the police are not reachable by phone, the damage/accident must be reported at the next closest police station. Lessees are not allowed to leave the accident scene before Sixt can or at least is given the opportunity to identify the findings required for the evaluation of those events, which lead to the damage.
2. The lessee, subject to point 1 of section G, is only allowed to leave the accident scene, when the police record is concluded, and the vehicle was handed over to a towing company, or up-on receipt of alternate instructions given by the Sixt Support Team. On the other hand, if the lessee is entitled or excused to remove him or herself from the accident scene due to an accident-related injury of a person involved in the accident, this does not apply.
3. The rental contract will, in the case of an accident, be terminated only after the proper return of the vehicle, compliant to section B, and the respective charges are calculated accordingly. If the vehicle is in no roadworthy condition due to the accident the rental contract ends upon consultation with Sixt when handing over the car to the towing company.
4. The lessee is obliged to forward a written accident report to Sixt immediately and, subject to point 1, to indicate the police file number. All instructions of the Sixt Support Team must be respected. The lessee is prohibited from submitting an acknowledgment of guilt or to anticipate any liability claims by effecting a payment or any other act of acknowledging damage or guilt (endangerment of insurance cover). Upon request from Sixt, the lessee must completely fill in the damage form provided by Sixt and sign it and send it back to Sixt within 7 days. If the damage is not covered by the insurance due to a culpably late return of form, Sixt reserves the right to charge all accident-related costs to the lessee.
5. In any case, Sixt is solely entitled to choose a repair shop. Under any circumstance, Sixt is entitled to all indemnities in connection with damages to Sixt vehicles. If the lessee received such services from third parties, he/she must pass them on to Sixt unsolicited.

### **H: Termination**

1. Sixt and the lessee shall be entitled to terminate the rental contracts in accordance with the statutory provisions. Sixt may terminate the rental contracts extraordinarily for cause without notice. Such cause shall be deemed to include, in particular:
  - considerable deterioration of lessee's financial situation
  - dishonoured bank debits / cheques,
  - enforcement measures aimed against the lessee,
  - lack of care of the vehicle,
  - improper and illegal use,
  - disregard of the regulations governing the use of motor vehicles for road haulage,
  - if it becomes unreasonable to expect the rental contract to be continued, e.g. owing to an excessive damage ratio.

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2. If there is more than one rental contract in place between Sixt and the lessee, and if Sixt is entitled to terminate one of the contracts extraordinarily for cause without notice, Sixt shall also be entitled to terminate all other rental contracts extraordinarily without notice, provided the continuation of the other rental contracts is unacceptable due to the Lessee acting in bad faith. This shall be deemed to include, in particular:
  - causing wilful damage to a rental vehicle,
  - culpably concealing or trying to conceal damages to rental vehicles,
  - causing wilful damage to the Lessor,
  - if the lessee is in arrears with his payments of at least one week's rental by more than five working days from the due date,
  - if the lessee uses a rental vehicle for or in conjunction with criminal actions.
3. If Sixt terminates a rental contract, the lessee shall be obliged to surrender the vehicles, together with all vehicle documents, all accessories and all vehicle keys, immediately to Sixt.
4. The possibility to terminate the rental contract without notice according to Section E point 5 of this agreement, remains unaffected.

### I: Sixt's Liability

1. Sixt shall be liable in accordance with the statutory provisions in the event of intent or gross negligence by the lessor, a representative or a vicarious agent. In all other cases the lessor shall be liable only for injury to life, body or health or for the intent or negligent breach of material contractual obligations. Any claim to damages due to the breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract.
2. Sixt shall not accept any liability for items left behind in the hired vehicle - whether upon return of the vehicle or upon leaving the vehicle during the hire period; this shall not apply in cases of intent or gross negligence on the part of the lessor, its representatives or agents.

### J: Lessee's Liability

1. For vehicle damages, vehicle loss and breach of rental contracts, the lessee is liable according to the general rules on liability, provided that nothing else was arranged hereinafter. Thus, the lessee is not liable, if he/she did not cause this breach of duty.
2. The parties may agree to exclude or reduce the deductible attached to the Lessee's liability for accidents, damage, fire and loss of Sixt vehicles. Any such separate charge = a contractual exemption from liability which corresponds to the model of a fully comprehensive insurance (Vollkasko-Versicherung). In that event the lessee shall be liable for the single damage events up to the amount of the agreed excess. The amount of the agreed excess will be displayed to the lessee in the Sixt App before concluding the rental agreement.
3. There shall be no claim to a contractual exemption from liability if the damage was caused intentionally. If the damage was caused by gross negligence the lessor shall be entitled to reduce the exemption from liability pro rata in the proportion of the severity of the fault.
4. There shall furthermore be no right to a contractual exemption from liability if an obligation to be performed by the lessee, particularly under Clause G of these General Terms and Conditions of Rental, has been breached intentionally. In the event of a grossly negligent breach of an obligation to be performed by the lessee the lessor shall be entitled to reduce its payment towards the exemption from liability pro rata in the proportion of the severity of the fault. In derogation from the provisions of the two preceding sentences the lessor shall be under an obligation to exempt from liability if the breach of the obligation was not causal for either the occurrence of the event giving rise to the exemption from liability or for the determination or the extent of the lessor's obligation to exempt from the liability; this does not apply if the obligation was breached with an intention to deceive. The contractual exemption from liability applies only for the rental period.
5. The lessee shall be liable without limitation for all traffic and administrative offences, all breaches of legal provisions as well as for any interference with possession committed by him or third parties to whom the lessee has left the car. The lessee shall indemnify the lessor against any and all penalty and warning fines, fees and other costs, levied by the authorities or other bodies from the lessor because of any such breaches. As compensation for the lessor's administrative costs incurred in handling enquiries put to it by the prosecution authorities or other third parties in order to investigate administrative offences, criminal offences or any nuisance committed during the rental period, the lessor shall receive from the lessee a flat-rate amount of EUR 25 (incl. VAT) for each such enquiry, unless the lessee proves that the lessor incurred lower costs and/or loss without prejudice to the right of the lessor to claim greater damages or loss. For tenants with permanent residence outside of Germany, the lump sum amounts to EUR 25,- (incl. VAT).
6. If there is no contractual release from liability for the lessee and an accident was caused due to personal negligence, and therefore, the vehicle is not roadworthy anymore, the lessee has to bear the costs for the transport to the repair shop. In the event of his partial responsibility for the accident the lessee shall bear the costs pro-rata.
7. In the event of loss of or damage to the charging cable for e-vehicles and hybrid vehicles, the lessee shall compensate the lessor by reimbursing the costs for the replacement of the cable, at a flat rate of € 420 net, unless the lessee proves that the lessor has incurred less effort and/or damage; the lessor is at liberty to claim further damage.
8. Damage to brakes, damage caused during normal operation of the vehicle, and simple fracture damage do not constitute accident damage; this applies in particular to damage caused by the slippage of any goods carried.
9. The lessee, in using the toll roads, must provide for the timely and full payment of the toll. The lessee shall indemnify the lessor from all tolls caused by the former.

### K: Insurance

1. The Insurance cover for the rented vehicle extends to a third party liability insurance with a maximum amount of cover for personal injuries and damage to property of EUR 100 million. The maximum amount of cover per injured person is EUR 8 million and is limited to Europe.

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2. The insurance does not cover use of vehicles for the transportation of hazardous substances requiring a permit, as defined in Paragraph 7 of the Statutory Instrument on the Transportation of Hazardous Goods by Road (GefahrgutVStr.).

### **L: Lessee's direct debit authorization; exclusion of set-off**

1. The lessee authorizes Sixt and its authorized collection agent irrevocably to deduct all car rental costs and all other claims connected with the rental agreement from the means of payment presented at the conclusion of the rental agreement, named in the rental agreement or subsequently presented or additionally named by the lessee.
2. Only undisputed claims of the lessee, or claims of the lessee, which have become final and absolute, may be set off against claims of Sixt.

### **M: Widerspruchsrecht Direktwerbung Right to object to direct marketing**

The lessee can at any time object to any processing or use of his data for the purposes of advertising or market research or opinion polls. The objection must be addressed to: Sixt GmbH & Co. Autovermietung KG, code word: "Objection", Zugspitzstrasse 1, 82049 Pullach, or by e-mail to: [widerspruch\\_datenschutz@sixt.de](mailto:widerspruch_datenschutz@sixt.de).

### **N: Relevant application of the (German) Insurance Contracts Act and (German) General Conditions for Motor Vehicle Insurance**

1. If and insofar as no provision is contained in this Agreement, the regulations of the Insurance Contracts Act (Versicherungsvertragsgesetz (VVG)) and the regulations of the General Conditions for Motor Vehicle Insurance (AKB 95) shall apply mutatis mutandis. This also applies to any ambiguities arising out of this Agreement.

### **O: Written form, dispute resolution, place of jurisdiction**

1. There are no verbal side agreements.
2. The European Commission has set up a platform for the out-of-court online dispute resolution of consumer disputes at <http://ec.europa.eu/consumers/odr/>. Sixt GmbH & Co. Autovermietung KG does not participate in this process for alternative dispute resolution.
3. If the lessee is a merchant ("Kaufmann"), a public-sector legal entity or a special body or fund under public law, the place of jurisdiction shall be Munich.