

Terms & Conditions

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Dear Customer,

the following business terms and conditions are, insofar as effectively agreed, in the event of the conclusion of the contract for the reservation of a motorhome contents of the contract entered into between you and "Womo-Vermietung Bentz". Therefore, please read these business terms and conditions carefully!

1. Applicable law, position of the customer, contents of the contract

1.1 Object of the contract with Womo-Vermietung Bentz is exclusively the rental of the motorhome for the purposes of leisure. However, Womo-Vermietung Bentz owes no travel services and in particular no entirety of travel services.

1.2 According to the choice of law made in Subclause 19 of these conditions, these terms and conditions of business shall apply in the first place to the contractual relationship between Womo-Vermietung Bentz and the customer, alternatively the legal provisions over those with contract, §§ 531 ff. BGB [German Civil Code] of the Federal Republic of Germany.

1.3 Several renters shall be liable as joint and several debtors.

1.4 The legal provisions concerning the packaged holiday contract, in particular §§ 651a-I BGB shall apply to the contractual relationship neither directly nor accordingly. The rental of a motorhome is based on a rental agreement and no bundled services (travel event). Other cases shall only apply if Womo-Vermietung Bentz, according to the principles of § 651a Par. 2 BGB, gives the impression that it performs a majority of tourist main services as a package holiday.

1.5 The renter shall organise his journey personally and use the vehicle at his own responsibility.

1.6 The pick up and return protocol has to be completed in full and signed by the renter and the return station and shall also constitute part of the rental agreement.

1.7 The rental begins when the renter takes over the motorhome. To return the vehicle properly, the renter must personally hand over the motorhome to an authorized agent of Womo-Vermietung Bentz at a Womo-Vermietung Bentz station and sign the return protocol that the authorized agent prepares upon return. Until this date the renter is liable for any damages to the motorhome according to the following provisions. The renter is also liable for the rental fee, or after expiry of the agreed term of the contract, for damages, which are a result of the delayed return.

2. Minimum age, driving licence

The minimum age of the renter and the driver is 21 years. Driving licence Class 3 for all models. Class B for vehicles with a maximum admissible weight up to 3,500kg and Class C1 of more than 3,500 kg total weight. Drivers with driving

licence of Classes B and C1 must have been in possession of their driving permit for at least one year.

3. Rental fees, insurances

3.1 Deemed as rental fee are principally the prices from the price list respectively applicable upon conclusion of the contract, insofar as no special price has been agreed and the rental fee agreement is not due to an obvious mistake. When calculating the price the different seasons will be taken into account.

3.2 The rental fees include: 300 free kilometres; part comprehensive insurance with € 1.000.- excess and comprehensive cover with € 1.000.- excess per damaging event; liability insurance towards third parties flat rate with € 50 million. Sum insured for physical injuries, property damages and consequential losses (physical injuries € 8 million per injured person); mobility guarantee of the manufacturer. Fuel and operating costs shall be borne by the renter.

3.3 The vehicles will be handed over with a full petrol tank and must be returned with a full tank. Otherwise Womo-Vermietung Bentz will charge € 2.50 gross per litre diesel.

3.4 The day prices are charged for each part of any 24 hours started. If the vehicle is returned after the time agreed in writing we charge € 26.- per part of an hour started (a maximum however for each delayed day the total day rate) and will pass onto you possible claims for damages, asserted by the successor renter or other persons against us due to a delayed take over of the vehicle. The rental company generally does not consent with the automatic conversion into a rental agreement for an indefinite period of time with continued use.

3.5 If the vehicle is returned before expiry of the agreed rental period the full rental fee as agreed as per contract is to be paid unless the vehicle can be rented otherwise. According to the respective applicable price list the stipulated minimum term of rental is to be observed during certain travelling times. A one-time service flat rate will be charged with each rental.

4. Booking (conclusion of contract), object of service

4.1 With the booking, the customer offers Womo-Vermietung Bentz binding the conclusion of a rental contract based on these rental conditions, the service specifications in the brochure or in the Internet and supplementary information and references, insofar as these are available to the customer.

4.2 In the event of the electronic transmission of the booking (per e-mail or Internet) Womo-Vermietung Bentz shall confirm to the customer the receipt of the booking immediately by electronic means. This confirmation of receipt does not yet represent a booking confirmation and justifies accordingly no claim of the customer for the conclusion of a rental agreement.

4.3 The rental agreement shall exclusively be concluded through the written confirmation of Womo-Vermietung Bentz to the customer.

4.4 The object of service is exclusively a vehicle of the booked vehicle group, not a certain type of vehicle.

4.5 Information in third-party brochures, information and assurances of third parties, special ones from manufacturers, vehicle hand-over stations and travel agents, which go beyond the service specifications and the contractual information of Womo-Vermietung Bentz or oppose this, are not binding for Womo-Vermietung Bentz.

5. Terms of payment, deposit

5.1 After receipt of the written booking confirmation a down payment of 20% or minimum € 200.- is to be transferred within 10 days onto the account of Womo-Vermietung Bentz mentioned in the confirmation.

5.2 The residual payment is to be transferred onto the account stated by Womo-Vermietung Bentz 30 days before begin of the term of rental (free of expenses and charges, in particular with payments from overseas) onto the account given by Womo-Vermietung Bentz, whereby the date upon which the payment is credited to the account is decisive for the timely payment.

5.3 A deposit is to be paid in the agreed amount, as stated in the service specifications and noted in the booking confirmation with the residual payment. Insofar as no other express agreement is reached about the amount of the deposit, this shall be € 1,000.- per vehicle. The deposit will be reimbursed when the vehicle is returned properly and after the successful rental agreement and settlement by Womo-Vermietung Bentz. All extras due will be set-off against the deposit when the vehicle is returned.

5.4 In case of short-term bookings (less than 21 days until the term of rental begins) deposit and expected rental fee will be due immediately.

5.5 Insofar as Womo-Vermietung Bentz is willing and in the position to perform the service owed by contract and no legal or contractual right of retention of the customer exists, there is no entitlement to the contractual services, in particular the hand over of the vehicle without full payment of the rental fee and the deposit.

5.6 If down payment, residual payment and deposit are not paid before the dates agreed as per contract Womo-Vermietung Bentz can after warning and setting of a final deadline cancel the contract and charge the customer cancellation costs according to Subclause 6 of these terms. If the renter is in default with claims, interest on default will be charged according to the applicable legal provisions.

5.7 Insofar as the customer is not deemed prematurely in default following a prior warning by Womo-Vermietung Bentz, default of payment shall exist even without a warning by Womo-Vermietung Bentz no later than 30 days after due date and receipt of the booking confirmation and invoice.

6. Cancellation and rebooking

6.1 It is pointed out that no general legal right of cancellation exists with rental agreements. It is further pointed out that due to the legal provision of § 312b Par. (3) No. 6 BGB no right of revocation exists either.

6.2 However, Womo-Vermietung Bentz grants the customer a right of cancellation which in the interest of the customer must be exercised in writing. In the event of cancellation of the contract Womo-Vermietung Bentz shall invoice the following cancellation fees, for the assessment of which in accordance with the principles of § 537 Par. 1 clause 2 BGB, saved expenses and the customary possible other rentals are to be taken into account:

- a) up to 50 days before pick up day: 20 % of the rental fee;
- b) from 49th to 15th day before pick up day: 50 % of the rental fee;
- c) less than 15 days before pick up day: 80 % of the rental fee;
- d) no show or cancellation on the day of departure: 95 % of the rental fee.

The conclusion of a travel cancellation insurance is particularly recommended and is possible in the area of service offers on our web page.

6.3 The renter is at liberty to prove to Womo-Vermietung Bentz that it has not suffered any losses or considerably less losses.

6.4 After conclusion of the contract the customer is not entitled to any changes with regard to begin of term of rental, the type of vehicle, the pick up and/or return station or the equipment (rebooking). If a rebooking is possible and nevertheless undertaken at the request of the customer, Womo-Vermietung Bentz can up to the 51st day before begin of rental charge a rebooking fee of € 20.- per rebooking process. Rebooking requests of the customer, carried out later can insofar as their execution is at all possible, only be carried out after cancellation of the contract at the conditions in Subclause 6.2 and simultaneous new booking. This shall not apply with rebooking requests, which only cause slight costs.

7. Liability, comprehensive cover

7.1 The renter is liable with up to € 1.000 per damaging event for damages, which are suffered during the term of rental and for which the renter or his driver are responsible.

7.2 In order to avoid higher costs through the costs for assessing damages Womo-Vermietung Bentz shall give the renter in case of accident damages upon request initially sample invoices for corresponding damages.

7.3 The liability restriction shall cease to apply in case of wilful or grossly negligent cause of damages, in particular in case of unsuitability for driving due to alcohol or drugs. The same shall apply for damages, which are caused through non-observance of the sign 265 (clearance) according to § 41 Par. 2 Subclause 6 StVO (or comparable regulations

overseas). Further, the renter is liable in full despite agreed liability restriction for any damages, suffered due to a non-observance of the vehicle dimensions (height and width of the vehicle), improper loading and unloading or the load or through reversing without instructions.

7.4 If the renter fled the scene of the accident or breached his duties according to Subclause 8 of these terms and conditions he shall also be liable in full unless, the breach had no influence on the determination of the damaging event. The renter is also liable unlimited for all damages suffered during the term of rental, which were suffered because of use by an authorized or unauthorized driver (Subclause 9) or for a prohibited purpose (subclause 10) through the load or through improper treatment of the vehicle. Incidentally, the legal liability shall apply.

7.5 The renter shall be liable for all damages asserted by third parties towards him or Womo-Vermietung Bentz, which the renter caused to third parties during the use of the rented object.

7.6 The renter shall be liable for all fees, duties, fines and penalties incurred in connection with the use of the vehicle for which the rental company is charged, unless, they were caused through a fault of the rental company.

8. Return protocol, notification of fault, ban on assignment

8.1 The renter shall inform the rental station immediately of any faults to the rented vehicle or its equipment determined after begin of the term of rental, no later however than when the vehicle is returned.

8.2 The renter may not assert claims of any kind, if the defects justifying such claims are not recorded in the return protocol in writing and in detail. Claims shall only continue to apply if a return protocol is not created for reasons, for which the renter is not responsible.

9. Conduct in case of accidents

9.1 The renter must inform the police immediately and the head office of Womo-Vermietung Bentz in Neustadt/Wied after accident, fire, theft or damage caused by game. Claims of the opposite party may not be acknowledged.

9.2 The renter must inform the Womo-Vermietung Bentz head office in Neustadt/Wied immediately by telephone in case of all damages and no later than upon return submit a detailed written report and a sketch.

9.3 The accident report must include the name and address of the persons involved and possible witnesses and the licence number of the vehicles involved and be signed by both parties.

9.4 The renter must inform the rental company immediately if the expected amount of damages is higher than his own liability or if the vehicle is no longer in the full roadworthy condition.

10. Authorized drivers

10.1 The vehicle may only be steered by the renter and the drivers stated when renting.

10.2 The renter undertakes to record the names and addresses of all drivers, to whom he hands over the vehicle, even only temporarily, and to inform the rental company upon request. The renter is responsible for the action of the respective driver as well as for his own.

11. Prohibited use

11.1 The renter is not permitted to use the vehicle: For participation in motor sport events and vehicle tests; for conveyance highly inflammable, poisonous or other hazardous materials; for committing customs and other criminal offences, even if these are only threatened with a sentence according to the law of the scene of the crime; for further renting; for other uses, which go beyond the contractual use, in particular on sites not intended for driving.

11.2 The vehicle is to be treated carefully and properly and respectively locked properly. The regulations and technical rules decisive for the use and the service deadlines are to be observed. The renter undertakes to regularly examine whether the rented object is in a full roadworthy condition.

12. Hand-over, return

12.1 The renter is obliged to participate in a detailed vehicle instruction at the rental station upon receipt of the vehicle. The rental company can refuse to hand over the vehicle until the instructions concerning the vehicle have been given. Delays in hand-over and costs thus incurred shall be for the account of the renter.

12.2 The vehicle must be cleaned inside by the renter before returned. Should this not be the case, the renter shall be invoiced for the costs for necessary cleaning work (at least € 75.-). In case the toilet has to be cleaned in part or in full by the rental company, the renter will be invoiced cleaning fees up to € 100.-. The return of the vehicle will be confirmed through the signature of the employee of the rental station on the return protocol. Without this signature all damages to the rented vehicle shall be borne by the renter, in particular if vehicles are parked outside of the business hours.

13. Substitute vehicle

If the booked vehicle cannot be provided at the rental station, the rental company reserves the right to provide a vehicle

which is comparable in size and equipment or a larger vehicle. No additional renting costs will be incurred thus to the customer. Should a smaller vehicle be offered and accepted by the renter, the price difference between the two vehicles will be reimbursed. If higher incidental costs, such as ferry and toll charges or operating costs be incurred through the provision of a larger vehicle, these shall be borne by the renter.

14. Trips Abroad

Travel to countries within Europe is possible. East European countries require the prior consent of the rental company. Travel to war and crisis-hit regions are prohibited.

15. Repairs

15.1 Orders for repairs which are necessary in order to guarantee the operating safety and roadworthy condition of the vehicle, may only be placed by the renter up to a price of € 100.- without further notice, larger repairs only with the consent of Womo-Vermietung Bentz.

15.2 The repair costs will be reimbursed by the Womo-Vermietung Bentz head office against submission of the corresponding original receipts and the replaced parts, insofar as the renter is not liable for the damages (see subclause. 6).

15.3 The renter is entitled to assistance, reduction in the rental fee or, insofar as Womo-Vermietung Bentz is responsible for a defect of the vehicle, for damages, owing to performance of the rental which is in breach of the contract. For assistance the customer shall inform the rental station immediately of any defects determined and grant the rental station a reasonable period of time for repair. Claims shall continue to apply if the immediate notice of defect is not the fault of the renter or assistance is refused by Womo-Vermietung Bentz or is objectively impossible.

15.4 Claims for damages for defects of the vehicle existing before conclusion of the contract, for which Womo-Vermietung Bentz is not responsible are excluded.

16. Limitation of liability

The liability of Womo-Vermietung Bentz is limited to wilful intent and gross negligence, insofar as it does not concern contractual main duties. This liability restriction shall not apply in cases of liability independent of fault and for the liability of Womo-Vermietung Bentz, his legal representatives and his employees in case of physical injury and injury to health and in case of loss of life.

17. Exclusion period, statute of limitations

17.1 The renter must report claims in writing due to performance of the rental which is in breach of the contract within one month after the return of the vehicle envisaged as per contract to our registered seat. After expiry of the deadline, claims can only be asserted, if no fault exists in the non-observance of the deadline.

17.2 Claims of the customer under the rental agreement against Womo-Vermietung Bentz, no matter for what legal reason - however with the exception of the claims of the customer from illicit act - shall become statute-barred after one year.

17.3 The statute of limitations shall begin with the completion of the year, in which the claim was incurred and the customer became aware of circumstances, which justify the claim and Womo-Vermietung Bentz as debtor became aware or without gross negligence would have to have known.

17.4 In the event that negotiations are pending between the customer and Womo-Vermietung Bentz for asserted claims or the circumstances justifying the claim, then the statute of limitations is inhibited until the customer or Womo-Vermietung Bentz refuse to continue the proceedings. The afore-mentioned statute of limitations of one year shall come into effect no earlier than 3 months after the end of the inhibition.

17.5 The assignment of claims under the rental agreement to third parties, also to spouses or other passengers, is excluded, also the assertion of such claims in own name.

18. Storage and forwarding of personal data

18.1 The renter agrees that Womo-Vermietung Bentz stores his personal data

18.2 Womo-Vermietung Bentz may forward this data through the central warning to third parties, who have a justified interest, if essential details provided when renting the vehicle are incorrect or the rented vehicle is not returned within 24 hours after expiry of the if applicable extended rental period or if rental claims have to be asserted in judicial dunning procedures or cheques handed over by the renter are not encashed. In addition, the data may be forwarded to all authorities responsible for prosecuting administrative offences and criminal offences for the event that the renter actually behaved dishonestly or there is sufficient evidence to indicate this. This is carried out for example for the event of false information for rental, submission of false personal documents or documents which have been reported as lost, non-return of the vehicle, non-notification of a technical defect, traffic offences, etc.

19. Choice of law

German law shall apply exclusively to the contractual relationship between the customer and Womo-Vermietung Bentz. This also applies for the whole legal relationship.

20. Place of jurisdiction

20.1 In case of actions of the customer against Womo-Vermietung Bentz overseas for the liability of Womo-Vermietung Bentz where German law is not applied, German law shall apply exclusively with regard to the legal consequences, in particular with regard to type, scope and amount of claims of the customer.

20.2 The customer can only take legal action against Womo-Vermietung Bentz at its registered office.

20.3 The place of residence of the customer shall be decisive for actions of Womo-Vermietung Bentz against the customer. For actions against customers or contractual partners of the rental agreement, who are businessmen and women, legal entities under public or private law or persons, who have their place of residence or customary place of stay abroad or their place of residence or customary place of stay is not known at the time when the action is filed, the registered seat of Womo-Vermietung Bentz is agreed as place of jurisdiction.

20.4 The afore-mentioned provisions shall not apply,

a) if and insofar something else is derived from provisions of international agreements, mandatory for the contract, which are to be applied to the rental agreement between the customer and Womo-Vermietung Bentz, and are for the benefit of the customer or

b) if and insofar mandatory provisions applicable for the rental agreement in the member state of the EU, to which the customer belongs, are more favourable for the customer than the following provisions or the corresponding German regulations.

21. Maut (Toll) The customer can only take legal action against Womo-Vermietung Bentz at its registered office.

22. Separability clause If single terms of this contract should be ineffective or impracticable or get ineffective or impracticable after contract end, the effectiveness of the contract remains untouched of this as for the rest. The one shall kick an effective and feasible regulation to the place of the ineffective or impracticable regulation which the contract parties have followed up with the ineffective or impracticable regulation whose effects of the economic target come most nearly. The prominent regulations apply correspondingly to case that the contract proves to be incomplete.

23. End Regulations Womo-Vermietung Bentz, Zierheidchen 30, 53577 Neustadt/Wied, Germany.

You have to accept our terms and conditions in order to make a reservation!