

RENTAL AGREEMENT

Car Rental company:

car-advise GmbH
CEO Ing. Christian Fatuly
Muthgasse 25
1190 Wien

Renter:

Name: _____
Comp. Name: _____
Address: _____
Postcode/town: _____
Driver/transferee: _____
Date of birth: _____
DLN: _____
Issuer: _____
Date of Issue: _____

Vehicle: _____	Handover Date: _____
License Plate: _____	Return Date: _____
Vehicle Identification number: _____	Agreed kilometer performance: _____
First registration: _____	Additional kilometer cost: _____
Kilometrage: _____	Fueling: _____
Damages: Yes / No Description:	

The Rental Company leases and transfers the specified vehicle to the renter and the renter hires and accepts it from the Rental Company under the conditions stipulated below. The renter confirms that he is in possession of a valid driving licence. The renter must disclose the names of any additional drivers and present their (valid and current) driving licences.

1. The rental fee for the stated period is EUR [...] plus 20% VAT, i.e. EUR [...] in total. The rent also includes the costs of liability, collision damage insurance as well as the highway fee (toll sticker). The deductible for collision damage insurance is EUR [...].
2. With the payment of the rent and the lump sum, the renter shall leave a deposit in the amount of EUR [...] as collateral. This amount must either be paid or held by debit or credit card in favour of the Rental Company. Upon return of the vehicle and verification that it is undamaged, the deposit will be refunded or the hold on the deposit will be released.
3. Insurance: The rented vehicle has a liability insurance under the usual insurance conditions in Austria and with the minimum insurance sum valid for Austria. The insurance is geographically restricted to Europe.

The insurance does not cover the use of vehicles for the transport of hazardous goods. Any cover agreed under the rental contract shall become void, in particular if an unauthorised driver uses the vehicle or if the driver of the vehicle does not have the required driving licence in the event of an insurance claim.

The rental fee also includes collision damage insurance (incl. theft protection), which reduces liability in the event of damage or loss of the vehicle to a pre-defined deductible (excluding tyre and windscreen protection) (see point 1 above). In the event of damage caused intentionally or by gross negligence, the claim to the agreed limitation of liability (including theft protection) may be reduced or waived. If no collision damage insurance (incl. theft protection) is taken out, the renter is responsible for all damage to the rental car that is not demonstrably caused by a third party and will be liable up to the full value of the vehicle.

If damage caused by the renter results in the rental company's temporary inability to rent out the vehicle, the renter must compensate the rental company in full for the lost profit due to the failure to rent out the vehicle.

- 1. Travelling abroad:** The vehicle may only be used within Austria. If the renter intends to travel with the vehicle to other countries, he/she must inform the rental company upon conclusion of the contract. Additional fees (rental fee and insurance) will be charged for journeys abroad. Entry into some countries with the vehicle is in general not permitted, only after prior consultation.
- 2. Vehicle refuelling:** Upon rental, the vehicle is always handed over to the renter with a full tank of fuel and must also be returned with a full tank. If the vehicle is returned without a full tank, the renter will be charged for the additional litres of fuel. (Unused fuel will not be refunded.)
- 3. Return of the vehicle:** The renter is obliged to return the vehicle to the rental company's premises no later than 6 p.m. on the last day of the contract period. If the vehicle is returned late, the rental company will charge the renter the proportional rental fee for the duration of the delay. Unless otherwise agreed with the rental company, the renter will not be reimbursed for any unused rental days in the event of an early return of the vehicle.
- 4. Contract fee:** For each total invoice amount of EUR 150.00 or above, the statutory contract fee of 1% applies. This is payable upon conclusion of the rental agreement.
- 5. Ancillary agreements/written form:** The parties stipulate that there are no ancillary agreements to this contract. Ancillary agreements to this contract, amendments or additions to the contract, including this clause, must be made in writing. This requirement can only be waived by a written declaration by all parties.
- 6. Applicable law:** The agreement and its conclusion are subject to the substantive law of the Republic of Austria with the exclusion of the provisions of international private law.
- 7. Place of performance / court of jurisdiction:** The place of performance is Vienna. For all legal disputes arising from or in connection with this contract or any supplements and addenda to this contract between the parties, the exclusive place of jurisdiction shall be the competent court of Vienna City Centre ("Wien Innere Stadt"). If the renter is a consumer as defined by the Austrian Consumer Protection Act, the court in whose district the renter is resident shall have jurisdiction.

Vienna, the _____ 2024

car-advise GmbH

Renter

Privacy Policy

For what purpose is your personal data processed?

We, car-advise GmbH, as the rental company, process the data disclosed to us in the course of our business relationship with you, in particular your name, address, date of birth, contact details, land register data and all correspondence with you for the purpose of providing our services to you.

What is the legal basis for processing your personal data?

The legal basis for the processing of your data is the performance of the contract in accordance with Art. 6 para. 1 lit b EU General Data Protection Regulation - Regulation 2016/679 (hereinafter "GDPR").

The processing of the above-mentioned data is necessary so that we can fulfil our contractual obligations towards you.

To whom is your personal data passed on?

We will only pass on your data if this is necessary to fulfil the contract with you, if we are obliged to do so by law, if there is a legitimate interest in the transfer or if you have given your consent. In any case, we will only pass on your data to the extent necessary for the respective purpose and required by the respective legal regulation, covered by any possible legitimate interest or, in the case of consent, specified by you.

Your data may be passed on to the following recipients in particular:

- Insurance companies
- Co-operation partners
- Legal representative/notary
- Police and administrative authorities

If required we may also use service providers, so-called processors, for data processing (in particular for technical processing). They are obliged to maintain confidentiality, are carefully selected by us and are bound by our instructions.

How long will your personal data be retained?

In general, we retain your data for as long as this is necessary to fulfil the purpose, hence for the duration of the business relationship with you. In addition, we retain your data for as long as legal claims can be asserted in connection with the contractual relationship with you or statutory retention obligations exist, such as the 7-year retention obligation under tax law.

What rights do you have in connection with the processing of your personal data?

If we process your data on the basis of your consent, you have the right to withdraw your consent at any time. However, the legality of the processing carried out on the basis of the consent is not affected by your withdrawal. To withdraw your consent, please contact us (see contact details below).

You have the right of access (Art. 15 GDPR), rectification (Art. 16 GDPR), deletion (Art. 17 GDPR), restriction (Art. 18 GDPR), data portability (Art. 20 GDPR) and objection (Art. 21 GDPR). To assert your aforementioned rights, please contact us (see contact details below).

If you deem the processing of your personal data to be in breach of the GDPR, please do not hesitate to notify us of your objections (see contact details below). In such cases, you also have the right to lodge a complaint with a supervisory authority.

Contact details:

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E-Mail: cf@car-advise.at

Signature of the Renter

