

**Hotline for UK: 020 70 48 0147 (national rate)**  
**Hotline for Ireland: 0818-270407 (national rate)**  
**Calls from outside the UK/Ireland: +49 (0)40 180 48 36-302**

## Terms and Conditions

### **1. Brokerage**

CarRentals.com, Inc., 333 108th Ave NE, Bellevue, Washington 98004 (below as „CarDelMar“), is your contract partner for the mediation contract. Using the website CarDelMar.de, CarRentals.com brings you rental cars in many holiday destinations at attractive, fixed prices.

The customer makes a binding booking if at the end of the booking process the button "pay to book now" is activated. Before sending off the booking, the previously entered data can be changed at any time.

The booking represents a binding offer of the customer to close a mediation contract. We confirm the receipt of the booking by sending an automated order confirmation by e-mail, which does not represent acceptance of the contract. The acceptance of the contract takes place only after checking the availability, with a booking confirmation sent by e-mail.

You finalise your rental contract on-site with the local car rental company mediated through CarDelMar with the conditions and rental terms of the local company (c.f. Cypher 11). Please bear in mind the information in our voucher and its attachments.

Contract closure is only possible in English. We save the contract text after closure of the contract as part of the settlement of the contract. The booking data and the Terms and Conditions will be sent to you by e-mail. As a registered customer, you can access your booking data and the status of your booking at any time on our website under "My CarDelMar". In doing so, your booking data will be newly created at the time of access.

### **2. Coverage Packages: What's included?**

#### **a) Coverage with Excess (Standard)**

Prices include the following:

- Unlimited mileage, unless provided otherwise in the conditions contained in the documentation or voucher.
- Third party insurance (the extent of the indemnity is usually limited in accordance with the terms and conditions of the local car hire company. Additional coverage can also be taken out with the local car hire company: see clause 25 below).
- Comprehensive and vehicle theft coverage (with excess)
- Airport taxes and allocation, together with any other local taxes where applicable, unless provided otherwise in the conditions contained in the documentation or voucher.

#### **b) Coverage with refund of Excess (All-Inclusive)**

Prices include the following:

- Unlimited mileage, unless provided otherwise in the conditions contained in the documentation or voucher.
- Third party insurance (the extent of the indemnity is usually limited in accordance with the terms and conditions of the local car hire companies or additional cover taken out through the local car hire company: see clause 25 below)
- Comprehensive and vehicle theft cover (except in case of damage to glass, mirrors, wheels and/or tyres. See clause 23 below for further exceptions).
- Airport taxes and allocation, together with any other local taxes where applicable, unless provided otherwise in the conditions contained in the documentation or voucher.

#### **c) Coverage with refund of Excess including Glass & Tyres (All-Inclusive Plus)**

Prices include the following:

- Unlimited mileage, unless provided otherwise in the conditions contained in the documentation or voucher.
- Third party liability (indemnity limit according to general terms & conditions of local car hire company, see paragraph 25)
- Comprehensive and vehicle theft cover (See clause 23 below for further exceptions).

- Airport taxes and allocation, together with any other local taxes where applicable, unless provided otherwise in the conditions contained in the documentation or voucher.

#### **d) Coverage with refund of Excess including Extra Driver & Full Tank (All-Inclusive Gold)**

This package is available only for destinations in the USA and Canada. This package includes the following benefits:

- All entitlements of c) Coverage with refund of Excess including Glass & Tyres (All-Inclusive Plus)
- All additional drivers free of charge
- A full tank of fuel free of charge

### **3. Prices**

#### **a) Listed Prices include sales tax**

All prices quoted are in GBP and include VAT. Please note the period of time for which the quoted prices are valid. Special offers cannot be combined.

#### **b) Best Price Guarantee**

CarDelMar's 'Best Price Guarantee' offers to match any price on a competitor's website within 24hrs of having made your CarDelMar booking. Both the CarDelMar rate and the rate of the competitor should be in Pound Sterling and include exactly the same car hire conditions:

These include:

- Pick-up/ Drop-off stations
- Pick-up/ Drop-off dates
- Car category
- Coverage policies (benefits and coverage)
- Extras (incl. extra fees, e.g. taxes)

The price match is only applicable when submitted with the required information. If the booking status is 'on request', the 'Best Price Guarantee' offer is no longer valid. The Best Price Guarantee does not apply to bookings made through partner sites (e.g. travel agents or affiliate partners). The Best Price Guarantee is also not valid in combination with other discounts or promotions. The Best Price Guarantee is not applicable in individual cases where a price match is not possible due to the guidelines of the respective car hire provider. Payment of the refund and matching of prices is subject to the CarDelMar conditions. In addition to the above conditions, you are also required to send proof, in the form of a screenshot, indicating the better rate and where you have found it.

#### **4. Payment**

Payment can only be made by credit card. Your credit card will be charged for the full amount of the booking when the booking is confirmed. For all on-request hire car bookings, please note that we will only charge your credit card once the booking is confirmed, and not before. The charge will be listed as Car Rental Reservation on your credit card statement.

In order to prevent credit card fraud, CarDelMar reserves the right to carry out security controls. To this end, CarDelMar has the right to withdraw contracts on short notice as a result of suspected credit card fraud.

#### **5. Cancellation of car hire**

If the local car hire company is unable to complete the rental contract (due to bankruptcy or insolvency, etc.) CarDelMar is then exempt from its contractual obligations. CarDelMar reserves the right to withdraw from a reservation inside of 7 days of the reservation confirmation should the local car hire company turn down the rental of the vehicle. CarDelMar would in this case contact the customer immediately by E-mail. Should your payment already be completed, it will be fully reimbursed.

#### **6. Obligation of the client**

It is the obligation of every CarDelMar customer to have a working and operational Email account. This account must be able to receive emails as well as PDF attachments, such as the voucher. It is the responsibility of the customer

to check this account regularly, and take into account the emails from CarDelMar. Customers must provide their correct email address to CarDelMar. CarDelMar is not responsible for any damages or costs that may occur due to a lack of action on the part of the customer who has not taken into account a CarDelMar email. Your E-mail account capacity remains your sole responsibility.

### **7. Online or Hotline Reservation**

CarDelMar car hire can be reserved on our website or over the phone at our friendly Customer Service Centre. After making a reservation, the customer will receive a voucher by email. The voucher confirms the reservation and is to be presented to the local car hire company, who is responsible for providing the vehicle to you. Please note that Canadian and US citizens cannot hire cars in Canada or in the US. The same applies for Danish citizens booking a car in Denmark.

### **8. Reservation by vehicle group**

It is not possible when booking to specify a specific car model or colour. The reservation is made by vehicle group based on size, performance or type. If, however, you wish to reserve a certain model, we will try to make this model available. If a vehicle in the agreed group is not available at the time of collection, a vehicle from a higher group will be provided at no extra cost.

### **9. Cancellation of the reservation**

It is possible to cancel your booking with CarDelMar at any time up to 24 hours before the date and time of your pick-up. Please call our hotline number 020 70 48 0147 (national rate) or write us an email through our contact form in the Service section of the website.

Customers remain liable to pay the full rental price for cancellations made within 24 hours before the start of the reserved rental period or upon failing to pick up the vehicle (no show). This also includes cases, in which the customer does not comply with the rental conditions of the local car rental company.

When booking via partner websites or comparison websites, with which CarDelMar offers are integrated or included, the cancellation policy and conditions are subject to that respective partner or comparison website.

The customer is entitled to provide proof that in the event of late cancellation, the full cancellation payment has not been misemployed.

### **10. Rental Contract**

The rental contract is concluded locally between the client and the local car hire company and is subject to their local terms and conditions. Please read the rental agreement carefully and keep a copy for reference.

### **11. Rental duration and price calculation**

The vehicle is booked for the time specified in the booking confirmation. Each new 24-hour period counts as a new rental day when the rental price is being calculated. The customer is obliged to return the car at the chosen time even if it falls short of the paid-for duration.

Please note: Vehicles must be returned no later than the time stated in the contract. Please note: a one hour delay will be charged one full rental day and the additional time will be charged at a rate set by the local car hire company and not at the special rate the booking was originally based upon. If you wish to extend your reservation, please refer to clause 10. Please note that no refunds are given for the early return or late pick-up of any vehicle.

### **12. Vehicle Collection**

The rented vehicle is usually collected from your destination airport or alternatively from a collection point where a free shuttle service takes the customer from the airport to the

collection point. If hotel delivery is possible or has been pre-agreed, there may be additional charges, depending on the terms and conditions of the local car hire company.

### 13. Non-Collection/ Late Collection of the Vehicle

Please contact CarDelMar and the local rental company as soon as possible if there are any last minute occurrences that may delay the pick up of your vehicle (e.g. flight delay, strike, natural catastrophe).

Please Note: Should the vehicle not be picked up on the date and time stipulated, the availability of the vehicle cannot be guaranteed as the local car rental company has the right to otherwise reserve the vehicle for hire. In this case there is no right to a refund of the cost of the car rental.

The customer is entitled to provide proof that in the event of a non-collection, the full amount of the payment has not been misemployed.

### 14. Repairs

In the event of an accident or breakdown, please inform the local car hire company immediately. Repairs should never be made to the rental vehicle without permission.

### 15. Accessories

Additional accessories such as child safety seats, snow chains etc. are available, at extra charge, from many local car hire companies.

### 16. Driving Licence and Passport/ Identity Card

Please note local requirements. Normally the driver and any additional drivers should have held a driving licence Type 3 (Type B EU standard) for at least one year. In certain countries, drivers are required to have held a valid driving licence for at least three years. A valid passport or identity card must be presented when collecting the vehicle.

**IMPORTANT INFORMATION:** From 8 June 2015, the paper counterpart of the UK photo card driving licence will not be valid and will no longer be issued by the DVLA. This change applies to Great Britain only and NOT to Northern Ireland. This means that from June 8, both the primary driver and any additional drivers possessing the paper licence will need to provide either a licence summary or a unique code upon pick up of their hire car.

**PLEASE NOTE:** Some local car hire companies only allow an additional driver to be included on the payment of a surcharge.

### 17. Minimum and Maximum Age

Some local car hire companies set a minimum and maximum age for all first and additional drivers. Please read carefully the notices about this in the Terms of Hire when selecting a vehicle and on your voucher.

### 18. Deposit

All local car rental companies have the right to demand a deposit. Therefore, a credit card issued under the name of the driver is obligatory. Debit cards (e.g. Visa Electron) are not accepted by the local hire car companies. Please follow the advice given on your voucher and the advice under the hire conditions of the vehicle that you have selected.

### 19. Refuelling policies

There are three different types of fuel policy:

1. **Collect a full tank, return a full tank**  
You only pay for the fuel you have used.
2. **Collect and return tank with the same amount of fuel**  
You only pay for the fuel you have used.
3. **Purchase a tank, return an empty tank**  
You pay for a full tank of fuel (and potentially an extra fee) regardless of how much fuel you use.

Please note which of the above options is quoted in your contract with the local car rental company in order to avoid any extra costs.

### 20. One-Way Car Hire

In many destinations, the rented vehicle can be dropped at a different station from that where it was rented, provided that the drop-off station is in the same country as the pick-up station. Please note any additional costs and the

associated terms before reservation. One-way car hire in Spain is possible ONLY if the car hire duration is of 3 days or more.

### 21. Third Party Vehicle Insurance

Please note that the third party insurance provided by many local car hire companies has a limit on the indemnity. You can find a non-binding list of the indemnity limit offered by car hire companies in different countries online and available to download in paragraph A of the terms and conditions in the Service section of the website. Please ask the local car hire companies for their current indemnity limit. In the event of a claim where the amount of damage and/or loss (in respect of persons and property) exceeds the indemnity limit, the amount in excess of the limit is not covered. It is recommended that additional coverage with a higher indemnity limit is taken out with the local car hire company. Please note that the relevant indemnity limits information related to your booking is listed on your voucher.

**Please note:** The third party insurance does not cover any damage to the rented vehicle (see clause 23: the cover offered under the fully comprehensive coverage package).

The coverage is also no longer valid, if the driver was under the influence of alcohol, drugs or medication rendering him/her unfit to drive.

In the event of damage, the claimant must report the incident immediately, at the latest on the following day, to ensure that the coverage cover is not invalidated. The address to contact can be found in the coverage documentation.

### 22. Comprehensive Cover

**a) Comprehensive Cover**  
Comprehensive cover allows customers to receive a refund of excess paid for damages to the car hire. Comprehensive cover is included in the price listed as stated in paragraph 3. Please read the information on the voucher relating to the type of cover and exclusions.

If the local car hire company only offers cover with an excess payable, it will retain the agreed excess amount in the event of damage; this sum will be deducted from your deposit. The excess shall be held by the local car hire company and charged to your credit card.

Refunds will not be issued for Pre-existing damages, damage to tyres, wheels, glass, mirrors, windshield, roof or undercarriage due to having driven on unmade roads.

The amount of excess differs from country to country. Please note the terms issued by the local car hire company.

### b) Refund of Excess

CarDelMar will refund the excess taken for damage if you have booked one of the following packages: 'Coverage with refund of Excess' (All-Inclusive) Package, 'Coverage with refund of Excess including Glass & Tyres' (All-Inclusive Plus) Package and 'Coverage with refund of Excess including Extra Driver & Full Tank' (All-Inclusive Gold) Package except in case of:

- Damage due to failure to observe the general terms and conditions of rental, especially damage caused by driving on unmade roads.
- Breach of the provisions of clause 27 of the general terms and conditions.
- In circumstances where the lessee causes deliberate damage or causes damage by reckless driving, the lessee is liable for the full cost of the damage caused.
- Loss of or damage to the car keys.
- Pre-existing damages.
- Damage to tyres and glass (includes mirrors and damage to the wheel) with the 'Coverage with refund of Excess' (All-Inclusive) Package.
- Damage to the roof and undercarriage.
- Damage resulting from theft or attempted theft of personal belongings left within view in the hire car.
- Damage to the clutch.
- In all cases where the local company refuses to meet the damage claim.

The above listed cases are not included under fully comprehensive cover. Refund of excess only applies in case of damage to glass, tyres, mirrors

and/or wheels with a 'Coverage with refund of Excess including Glass & Tyres' (All-Inclusive Plus) Package booking.

Costs such as vehicle recovery fees, charges arising from the car hirer losing rental days due to repairs, service fees, handling fees, hotels, survey fees, telephone charges etc. are not refunded. CarDelMar cannot be held liable if the total car hire period is hindered and/or reduced due to a vehicle breakdown. In general, personal belongings which have been stolen from the car are not compensated.

### 23. What to do in the event of loss and/or damage

If you are injured or the vehicle is stolen you must:

- immediately contact the local car hire company
  - inform the police and they will issue a police report.
  - a police report is required when the local partners rental terms state that it is, or when any party is injured as a result of damage/accident.
  - when you return the rental car, make sure that you receive a damage report both signed by yourself and the local car rental agency.
- To obtain a refund of excess, you must have one of the All Inclusive coverage packages from clause 2; b), c), or d).  
The following documentation must be submitted to CarDelMar:
- The damage report signed by the local car hire company and by you.
  - The police report
  - A copy of the rental contract
  - Proof that the deposit was paid in cash or charged to your credit card.

Customers are required to make their claim for refund by CarDelMar inside of one month. After the deadline, claims against CarDelMar may only be made upon proof that your ability to adhere to the deadline has been hindered. Should damage occur to the hire car, you are obliged to report it as soon as possible, latest the following day, in order to obtain your right to a refund. Contact details are always available on the rental documents.

### 24. Additional Coverage

Most local car hire companies offer additional coverage packages, in particular Personal Accident Insurance (PAI). The prices and terms of these additional coverage packages should be requested directly from the local car hire company. CarDelMar cannot refund the cost of such additional cover.

### 25. Guarantee

As a broker, CarDelMar has no control over the contract terms offered by the local car hire companies. However CarDelMar is willing to offer its assistance in solving problems that might occur between you and the local car hire company.

### 26. Liability

CarDelMar is liable for its own actions and performance in case of wilful misconduct or gross negligence. In cases of negligence, CarDelMar will only accept liability in cases of injury of the contract-substantial obligations. The liability of CarDelMar is to an extent limited to contract-defined and foreseen damages, and the maximum amount of liability is limited to the 10-time value of the contract with the local car hire company. The exclusions and limitations of liability mentioned above do not apply to damages resulting in loss of life, personal injury or harm to health.

### 27. Acts of God/ Force Majeure

CarDelMar cannot be held liable for Acts of God/Force Majeure. This includes war, unrest, aeroplane hi-jacking, terrorist attacks, all natural catastrophes, power cuts, strikes, lock outs and similar events.

### 28. Country of Jurisdiction

Your contract is subject to the laws of the Federal Republic of Germany.

As of 11/2015