

**Sixt S.à r.l. Rental Terms and  
Conditions 2014**



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## Definitions

The following definitions shall apply in these Rental Terms and Conditions :

<i>Vehicle:</i>	The vehicle or other asset which is (also) object of the rental contract, with all its accessories ;
<i>Rental company:</i>	The company Sixt S.à.r.l., limited liability company with capital of 12,500 EUR, with registered office at L-1110 Findel, Aéroport de Luxembourg, R.C.S. Luxembourg B 132.006;
<i>Renter:</i>	The natural or legal person who concludes the rental contract as the renter ; <i>Consumer:</i> the renter, natural person who is acting for purposes which fall outside his or her trade, business, craft or profession ;
<i>Damage to the rental company:</i>	The material damage suffered by the rental company as a result of : <ul style="list-style-type: none"> <li>- deterioration (including the condition of the vehicle or its components) which is not the result of normal wear and tear, loss of the vehicle or its accessories (in particular key, alarm system, documents such as registration papers and documents required at border crossings) or their components. Such damage particularly includes the costs of replacing (components of) the vehicle and the loss of rental income;</li> <li>- damage caused by the vehicle to a person or an asset <i>and</i> for which the rental company, the holder of the registration document or the insurer responsible for the vehicle is liable with regard to third parties (« damage to third parties »);</li> </ul>
<i>Damage to the vehicle roof</i>	Damage to the rental company caused by an accident with the part of the vehicle located at a height of more than 1.90 metres above ground or due to the collision of objects fixed on the vehicle which are located more than 1.90 metres above ground ;
<i>Driver:</i>	The actual driver of the vehicle ;
<i>In writing:</i>	In writing or by electronic means ;
<i>RCVA law:</i>	<i>Law relating to the mandatory insurance of motor vehicles of 16 April 2003.</i>

## **ARTICLE 1 – Scope**

These Terms and Conditions apply exclusively to all vehicle rental leasing and rental contracts, including any subsidiary agreements concluded between the rental company and the renter.

## **ARTICLE 2 - Offer**

1. The rental company shall provide a written or verbal offer, at the renter's option.
2. The offer is irrevocable for a 14 day period, except in the case of insufficient availability.
3. The offer designates the vehicle category and contains a complete and precise description of the rental period, the rental price and any additional cost items. It also specifies the amount of the excess, the damage waiver option and the deposit or other means of guarantee.
4. The offer states the rental company's opening hours and a telephone number on which it can be reached.
5. The offer specifies the method of payment and the type of guarantee.
6. Where reasonably possible, the offer shall be accompanied by a copy of these Terms and Conditions. If this is not the case, the Terms and Conditions shall be provided at conclusion of contract. These Terms and Conditions are also accessible on the official Sixt website: [sixt.lu](http://sixt.lu) .

## **ARTICLE 3 - Contract**

1. The contract is concluded on acceptance of the offer. A verbal contract must be confirmed to the renter in writing by the rental company.
2. The rental contract is concluded for the period and at the rate specified in the contract or otherwise agreed. The rental contract also states the start and end time of the rental period.

## **ARTICLE 4 – Price and price changes**

1. The rental price and any items which could increase this price, such as price per kilometre travelled, shall be agreed beforehand, as well as the ability to change the price within the period. The rental company shall ensure that the rental price is clearly specified in the rental contract.
2. The lessee agrees that, in principal, the lessor's invoices will be sent electronically to the specified invoice receiver.

The lessee agrees to the way of proceeding whereby he will not receive paper based invoices and where the lessor will send an electronic invoice, according to legal provisions, to the e-mail address provided.

The lessee can object the consignment of electronic invoices at any time.

In this case the lessor will provide the lessee with paper based invoicing.

The lessee will bear the additional costs for the reception and postage of the paper based invoice in that case.

The lessee is responsible for being able to have access to the electronic invoices or, if agreed accordingly, to collect them electronically.

The lessee is accountable for malfunctions of the receiving-device or any other circumstances that prevent the access to the invoices.

An invoice is received as soon as it entered the lessee's control-domain.

Should the lessor only send a notification and the lessee is able to retrieve the invoice by himself, or should the lessor make the invoice available for retrieval by the lessee, the invoice is considered as received when it is retrieved by the lessee. The lessee is accountable for retrieving the provided invoices in a reasonable period of time.

If an invoice is not received or cannot be received, the lessee shall immediately notify the lessor.

In this case the lessor will re-send a copy of the invoice and designate it as a copy. If the malfunction in the electronic transfer cannot be resolved promptly, the lessor may send paper invoices until the malfunction has been corrected.

The lessee bears the costs of the consignment of paper invoices.

If the lessor provides the lessee with login data, user name or password, these data have to be secured from unauthorised access and kept strictly confidential.

In case the lessee gains knowledge that unauthorised persons obtained access to this information, he shall notify the lessor of it immediately.

3. The renter will be duly informed of any additional costs, particularly regarding failure to return the vehicle at the agreed place and/or time.
4. The rental price will include value added tax as well as all other taxes and charges associated with the rental, in particular the taxes imposed by the law and regulations.
5. The settlement period for the rental price is minimum 24 hours and maximum 30 days. A change in rate occurring in the three months following conclusion of the contract will not affect the agreed price, unless this change is due to a variation in value added tax or any other taxes associated with the rental.

In the case of a price increase which is not due to a legal change, such as a change in the VAT rate, and which occurs more than three months after conclusion of the contract and provided that the rental period has not yet begun, the consumer shall have the right to cancel the contract if the final price becomes excessive for the consumer in comparison with the price which he could expect at the time of concluding the contract.

If such a price increase occurs after conclusion of the contract, it shall not affect the price initially agreed for the first settlement period if the contract has a term of more than 30 days. The change will enter into force starting from the following settlement period. In this case the right of cancellation mentioned in the previous paragraph will apply in relation to the rental periods corresponding to the settlement periods following the first settlement period.

6. The number of kilometres travelled shall be determined by referring to the odometer, unless this is faulty. In the event of a fault in the odometer, the number of kilometres shall be determined by the most suitable means. Provided that the vehicle is appropriately equipped, the provision specified for the odometer shall also apply for the hour meters installed on the power take-off (PTO) and the cooling motor.
7. During the rental period the costs connected with use of the vehicle such as tolls, Eurovignette and fuel, cleaning and parking costs are the renter's responsibility.
8. Without prejudice to an obligation of compensation based on this contract and the applicable legal provisions, the renter may not be charged for any costs that have not been agreed between the parties.

**ARTICLE 5 – Rental period and exceeding of the rental period**

1. The renter is obliged to return the vehicle no later than the date and time when the rental period ends, to the rental company's address specified in the rental contract or to another address subsequently agreed with the rental company. The rental company is obliged to accept the vehicle during its business opening hours.
2. The vehicle may not be returned by the renter outside the opening hours and/or made available at a location other than the agreed location without the rental company's authorisation.
3. Early return of the vehicle shall not change the terms of the contract or the agreed price, which shall remain due for the agreed period unless agreed otherwise.
4. If, at the end of the rental contract, - extended if applicable-, the vehicle is not returned in the manner set out in the contract, the rental company shall be authorised to take back possession of the vehicle immediately, wherever it is. The renter's obligations in connection with this contract must be observed until the vehicle is back in the rental company's possession. The additional costs incurred in this respect shall be charged to the renter.
5. If the renter has not returned the vehicle within the specified time, the rental company shall be authorised, by way of compensation for use and without this constituting a tacit renewal, to charge the renter a daily rental price for each 24 hour period started in excess of the rental period. Before the rental company applies a daily rental price, the renter is granted a period of grace of 59 minutes starting from the initially specified return time and date. No price increase is applicable on return of the vehicle if this is physically impossible for a reason attributable to Sixt S.à.r.l.

## **ARTICLE 6 - Cancellation**

If a contract is cancelled by the renter in violation of the terms of this contract, the renter shall be liable for the following cancellation charges :

- In the case of cancellation on the day on which the agreed rental period starts or later : cancellation charges shall be applied, up to a maximum corresponding to the total rental price or the rental amount remaining due.
- If a prepaid reservation is cancelled, cancellation charges shall be applied up to a maximum corresponding to the total rental price or the rental amount remaining due.
- If a prepaid reservation is cancelled on the day on which the agreed rental period starts or later, a « No Show Fee » (as indicated in the « Specific information for vehicle rentals in Luxembourg ») shall be applied, up to a maximum corresponding to the total rental price.
- If a flexible rate reservation is cancelled on the day on which the agreed rental period starts or later, no show fees shall be applied, up to a maximum corresponding to the total rental price.
- If a flexible rate reservation is cancelled at least 24 hours before the start of the agreed rental period, no charges shall be applied.
- Cancellations made after the end of office hours shall be considered as if they had been made on the next calendar day.
- Cancellation requests made outside office hours can only be made in writing, including by email.

## **ARTICLE 7 - Payment**

1. The payments made to Sixt S.à.r.l. by the renter must be received by Sixt S.à.r.l. in the 14 day period following the invoice date. In the event of exceeding of this period and without any notification being necessary, the renter shall automatically and without notice be liable to pay interest of one percent per calendar month calculated on the total invoice amount, with part of the month being counted as a whole month in this case, unless the renter is a consumer, in which case the provisions of section II of the law of 18 April 2004 relating to payment periods and interest on late payments shall be applicable.
2. In this case, all judicial and extra-judicial collection costs incurred by Sixt S.à.r.l. for the purpose of collecting the due amounts shall be the renter's sole responsibility. In this case Sixt S.à.r.l. is entitled to claim from renters who are not consumers extra-judiciary collection costs fixed at a lump sum of 15% of the total invoice amount with a minimum of 250.00 EUR, without prejudice to the right of Sixt S.à.r.l. to claim reimbursement of the collection costs actually incurred.
3. If the renter does not fulfil any of his obligations toward Sixt S.à r.l., the legal consequences shall be as follows :
  - I. Any claim which Sixt S.à.r.l. holds against the renter shall become due immediately;
  - II. At the first request by Sixt Luxembourg and within the time limit set by the latter for this purpose, the renter must provide the guarantee required to ensure fulfilment of his obligations to Sixt Luxembourg; and

- III. Sixt S.à.r.l. shall have the right to suspend fulfilment of its own obligations as long as the renter fails to fulfil his obligations, or even, depending on the option provided, to cancel the contract, without prejudice to the right of Sixt S.à.r.l. to full compensation by the renter.
4. If the renter is declared bankrupt or enters into liquidation, or requests, obtains or is subject to any other legal creditor protection within the scope of the legal provisions on collective settlement procedures (bankruptcy, composition, suspension, controlled management, or similar), goes voluntarily into liquidation or is wound up by court order, loses free administration of his assets in any way or if his assets have been seized, the rental contract shall be terminated automatically without prejudice to the right of Sixt S.à.r.l. to compensation by the renter or the natural or legal person in charge of administration of his assets.
  5. If the renter or non-commercial natural person requests or obtains legal creditor protection within the framework of legislation on personal bankruptcy, excessive debt or any other similar provision, loses free administration of his assets in any way or if his assets have been seized, the rental contract shall be terminated automatically without prejudice to the right of Sixt S.à.r.l. to compensation by the renter or the natural or legal person in charge of administration of his assets.
  6. The offsetting of any claims of the non-consumer renter on Sixt S.à.r.l. with any claims of Sixt S.à.r.l. on the renter is formally excluded and Sixt S.à.r.l. shall have the right and authorisation at any time to offset the claims which it holds on the renter with any claims which the renter holds on Sixt S.à.r.l. .

#### **ARTICLE 8 – Obligations of the renter**

1. Without prejudice to the following provisions, the renter must use the vehicle sensibly and ensure that it is used for its designated purpose. In this regard he undertakes to use the rented vehicle with due diligence, observing all provision of these Rental Terms and Conditions.
2. Throughout the duration of the rental contract and when using public roads, the renter shall comply with the laws and regulations in force and, in particular, with those relating to road traffic. He will be personally responsible for violations which he commits to the said laws and regulations and shall pay all fines and costs resulting from such violations. The renter is forbidden from using the vehicle on a circuit or terrain which is unsuitable for the rented vehicle or on a terrain which the renter or driver knows or should know he can only enter at his own risk.
3. The renter must return the vehicle to the rental company in the condition in which he received it. He will therefore do everything necessary to maintain the vehicle in a perfect state of cleanliness and repair.
4. The renter must hold a valid driving licence, which he must present to the rental company at conclusion of the rental contract.
5. The vehicle may only be driven by the drivers specified in the rental contract. The renter himself will ensure that the authorised drivers hold a valid driving licence. The renter accepts that all actions by any driver are considered actions attributable to himself. The

renter must ensure that the named drivers in the rental contract do not drive the vehicle if unauthorised to do so or if it is known that they are mentally or physically incapable, or if they are under the influence of alcohol or drugs or any other lawful or unlawful substances which impair driving ability. All specific provisions of this contract, which apply to the renter, shall apply equally and in the same way to the authorised driver.

6. The renter must ensure that loading of the vehicle is carried out with care and caution.
7. Unless agreed otherwise in writing, the renter is not authorised to lend or sub-lease the vehicle.
8. The renter is not authorised to use the vehicle for driving lessons or to transport people for remuneration except in the case of private car sharing, nor to take part in races or speed trials, driving proficiency tests or vehicle quality tests.
9. Journeys outside the territory of the EU are forbidden. As external developments can result in changes to the rental company's policy, these territorial limitations may be subject to modification. Cross-border rental is authorised in the following countries: Andorra, Denmark, Germany, Finland, France, Great Britain, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Norway, Austria, the Netherlands, Portugal, Spain, Sweden, Switzerland, Czech Republic, Estonia, Hungary, Slovakia and Slovenia. Cross-border rental is not authorised in the following countries for Audi, BMW, Jaguar, Mercedes-Benz, VW and Porsche vehicles as well as Jeeps/Offroaders: Estonia, Hungary, Croatia, Latvia, Lithuania, Poland, Slovakia, Slovenia and Czech Republic. However, with all vehicle in the groups IVMR, SVMR and FVMR (including all Mercedes-Benz vehicles) included in the « Specific information for vehicle rentals in Luxembourg » and vans, journeys in the countries specified in the preceding paragraph are authorised.
10. Any violation of the conditions specified on our website under the heading « Specific information for vehicle rentals in Luxembourg » or any of the provisions of this contract, particularly those concerning cross-border rentals, shall invalidate all insurance policies.
11. The renter is not authorised to use a vehicle presenting damage or defects of which he is aware or which he could have identified, if such use could result in exacerbation of the damage or defects or affect the vehicle's safety.
12. The renter must ensure that the obligations and prohibitions contained in the contract, particularly those in the present article 8, are observed by the driver, passengers and all other persons who have access to the vehicle.
13. The renter must in particular treat the keys of the vehicle, the control for the alarm system and the vehicle documents (such as registration certificate and customs documents) with great care.
14. In his capacity as custodian, the renter shall take all appropriate measures to safeguard the rented vehicle, particularly by keeping the vehicle closed and locked when not in use and keeping the keys either in his possession or at least in a secure place.

#### **ARTICLE 9 - Instructions for the renter**

1. The renter must maintain the oil level and tyre pressure at an adequate level and comply with all requests by the rental company to present the vehicle for servicing. This request will be made early enough for the renter to be able to reasonably fulfil it. The renter must observe the instructions contained in the vehicle manual.
2. The renter must return the vehicle in a perfect state of maintenance and cleanliness. If this obligation is not fulfilled, the renter will be charged cleaning costs of minimum 25 EUR (including VAT).

3. The renter must return the vehicle with a full tank of fuel and must always use fuel suitable for the vehicle and, where necessary, the additives indicated by the rental company.
4. In the case of defects to the vehicle which are known to and/or identifiable by the renter, damage caused to and/or with the vehicle or loss of the vehicle, the renter shall be required:
  - to notify the rental company immediately;
  - to follow the rental company's instructions;
  - to provide the rental company or its insurer with all required information as well as all documents concerning the event causing the defects or damage ;
  - not to abandon the vehicle without ensuring that it is appropriately protected against any risk of damage or loss;
  - to provide the rental company and persons designated by the rental company with all necessary assistance in order to obtain compensation from the third parties responsible or to defend itself against recourse by third parties.
5. In the event of an accident, damage to the vehicle or loss of the vehicle, the renter shall moreover be required:
  - to make a statement to the police authorities directly on the spot ;
  - to directly send to the rental company a copy of the claim form duly completed and signed, as well as any police report ;
  - to refrain from the premature confession of any personal fault.
6. The renter must ensure that the obligations and prohibitions in the present article 9 are observed by the driver and the passengers or any other person who could have access to the vehicle.
7. The renter must immediately inform the rental company if one of the following circumstances occurs:
  - malfunctioning of the odometer or, if the vehicle is equipped with a tachograph, of the speed limiter or hour meters installed on the power take-off (PTO) and cooling motor, as soon as it can be reasonably deduced by the renter that there is a malfunction;
  - leak in the fuel intake system as soon as the renter can reasonably detect such a leak;
  - occurrence of an event causing or which can reasonably be expected to cause damage with or by the vehicle ;
  - defect in the vehicle;
  - removal or loss of control over the vehicle, its parts or accessories ;
  - seizure of the vehicle;and any other circumstances of which the rental company has a reasonable right to be informed.
8. If the authorities request the rental company to provide information on the identity of the person driving or using the vehicle at a specific time, the renter shall answer the questions asked by the rental company following this request as soon as possible. The renter expressly authorises the rental company to send all information, documents and copies of documents to the competent authorities, and undertakes to reimburse the rental company for all costs incurred in this regard.

**ARTICLE 10 – Obligations of the rental company**

1. The rental company shall supply a vehicle of the category agreed in the rental contract and fulfilling the corresponding specifications. The vehicle shall be provided in a good state of maintenance, cleaned and provided with all equipment mandatory in the Grand Duchy of Luxembourg.
2. During the period between 1<sup>st</sup> November and 15<sup>th</sup> April, for each vehicle rental in Luxembourg Sixt shall invoice a supplement for equipping the vehicle with snow tyres, amounting to 5 euros net per day, with a maximum of 50 euros net per month, in addition to the agreed business tariff. Outside this period a set of snow tyres can be rented as an option for a price of 13 euros net per day, with a maximum of 100 euros per month in addition to the agreed business tariff.
3. The vehicle shall be delivered with a completely full tank of fuel (unless agreed otherwise) and in good technical order, based on the knowledge held or which should be held by the rental company.
4. If it is impossible to supply a vehicle in the agreed category, the renter shall at his request be provided with a vehicle in a higher category, without having to pay any additional costs. Such a vehicle cannot be provided at the renter's request if the agreed vehicle is already in the highest category.
5. Before commencement of the rental, the rental company shall draw up a report with the renter, which records any damage previously caused to the vehicle, as well as the number of kilometres on the odometer and the amount of fuel in the tank.
6. The renter shall have the opportunity to check any visible defects by referring to a checklist and to record these visible defects before taking possession of the vehicle. As soon as this report has been filled out, the renter shall become fully responsible for looking after and maintaining the vehicle until its return.
7. The rental company shall present the renter with all necessary documents, including the vehicle documents, prior to the rental period.
8. The rental company shall ensure that instructions in French are present in the vehicle, as well as a list of telephone numbers on which the renter can contact the rental company both during and outside opening hours.
9. The rental company shall clearly specify the type of fuel as well as any additives that must be used on the rented vehicle, preferably close to the fuel filler opening. The rental company assumes that the renter is familiar with the international abbreviations and symbols. In case of doubt, the renter must contact the rental company before refuelling the vehicle.
10. The French instructions shall specify the oil level and the tyre pressures that must be maintained.
11. The rental company shall ensure the provision of adequate assistance for the renter in the event of breakdown, in both Luxembourg and abroad. Breakdown assistance abroad is only provided subject to specific agreement, as specified in article 8, paragraph 9, that the vehicle can also be used in the country where the breakdown has occurred.
  12. If the vehicle has to be taken back for repair due to a defect, the rental company shall include the provision of replacement transport – equivalent as far as possible - in the assistance. If the breakdown is the result of a fault attributable to the renter, the assistance costs will not be covered or reimbursed by the rental company, and if the rental company has to pay such costs in advance, it can demand reimbursement from the renter.
13. On return of the vehicle by the renter, the rental company shall immediately inspect the vehicle for damage. This inspection shall be carried out whether the vehicle is returned to

the rental company's own establishment or another establishment. Where possible it shall be carried out inter partes and in the renter's presence.

#### **ARTICLE 11 – Renter's liability for damages**

General provisions :

All vehicles are covered by standard third-party liability insurance in accordance with the legal provisions on mandatory insurance of motor vehicles. The renter can reduce the amount of the excess agreed in the rental contract using the relevant services provided by the rental company.

1. For any damage or loss attributable to the renter, the latter shall be liable to the rental company up to the amount of the excess specified in the rental contract. Other damages or losses – beyond the renter's responsibility – are subject to the excess agreed between the parties, taking account of the risk limitation provided by the insurance policy in force.
2. If the damage is due to actions, omissions or negligence constituting a violation of article 8, the renter shall be liable for all damage caused to the rental company, unless he proves that these actions, omissions or negligence are not attributable to him or that such full compensation would be contrary to the principles of fairness and reasonableness. The rental company shall have the right to invoice the renter for all of the financial damage suffered by it.
3. If the vehicle is returned to the rental company with its authorisation outside the rental company's opening hours and/or made available to it at an agreed location other than the company's headquarters, the renter shall remain liable for the damages described in the first and/or second paragraph and for the harm suffered by the rental company, up to the time when the latter has actually inspected or arranged inspection of the vehicle. If the circumstances described in this paragraph occur, the renter shall immediately inform the rental company of the noted damage and the latter shall inspect the vehicle as soon as it has the opportunity.
4. In the case of financial loss suffered by the rental company resulting from compensation for damage caused to persons or property by or with the vehicle for which the rental company itself, the holder of the registration documents or the insurer responsible for the vehicle is held liable to third parties, the provisions of the second paragraph of this article shall only apply in the event of insufficient cover under the terms of the third-party liability insurance contract covering the vehicle.
5. If damage occurs to the vehicle abroad, the costs of repatriation of the vehicle shall be borne by the rental company, unless the second paragraph of this article applies.
6. The renter is responsible for the actions, omissions and negligence of the driver and passengers and any other person who could have access to the vehicle, even if the latter did not have the renter's necessary authorisation to drive the vehicle.

#### **ARTICLE 12 – Defects in the vehicle and liability of the rental company**

1. The rental company shall be required to remedy defects in the vehicle at the renter's request, unless it is impossible to carry out the repairs within a reasonable time frame or if, in the given circumstances, the necessary expenses cannot reasonably be demanded of the rental company. This obligation shall not apply if the renter is answerable to the rental company for the occurrence of the defect and/or its consequences.
2. The rental company is not liable for damage caused to transported goods, unless this damage is attributable to its gross negligence or intent.

**ARTICLE 13 – Measures by public authorities and notification of authorities**

1. In all circumstances, Sixt S.à.r.l. shall pay the amount of the fines for breaches of the Highway Code committed during driving of a rented vehicle and shall reclaim the paid amount from the renter. Contestation shall only be taken into consideration if the renter can prove in writing that the breach in question was committed outside the rental period for the vehicle in question. This contestation can only be introduced in writing and must be addressed to : [klantenservice@sixt.com](mailto:klantenservice@sixt.com) or Sixt S.à.r.l. , for the attention of Service Clientèle, L-1110 Findel, Aéroport de Luxembourg. The renter is obliged to pay to the rental company an administration fee of 18.50 EUR (exc. VAT) for every breach of the Highway Code.
2. For all breaches committed by the renter for which the authorities concerned wish to know the name of the driver of the rented vehicle, the rental company shall communicate the renter's name to these authorities.
3. The renter shall comply with the provisions of this article and authorise use of the method of payment which is specified in the rental contract for recovery by the rental company of penalties/fines imposed by the authorities.

**ARTICLE 14 – Seizure of the vehicle**

1. In the event of administrative, civil or criminal seizure of the vehicle, and excepting the case where the seizure is due to circumstances within the rental company's sphere of responsibility, the renter shall continue to observe his obligations arising from the present rental contract, particularly those relating to payment of the rental price, until the vehicle is once again in the rental company's possession, free from seizure.
2. The renter must compensate the rental company for all costs resulting from the seizure unless agreed otherwise in writing.

**ARTICLE 15 – Termination of the rental**

1. The rental company shall be entitled to terminate the rental contract immediately without prior notice, and to directly repossess the vehicle, without prejudice to its right to reimbursement of costs and damages and potential interest if :
  - during the rental period, the renter does not comply with one or more of his obligations or only fulfils them with a delay or incompletely, except for cases where the non-fulfilment would not be sufficiently important to justify termination of the contract ;
  - the renter
    - a. dies,
    - b. is placed in receivership,
  - as well as in the event of the disclosure of circumstances such that if the rental company had been informed of them, it would not have concluded the rental contract.
2. At the end of the rental period, the renter shall provide the rental company with all necessary assistance for it to take back possession of the vehicle.
3. If the renter dies before commencement of the rental period, the rental contract shall be terminated automatically without notice or judicial intervention.
4. The rental company accepts no responsibility for damages suffered by the renter resulting from termination in accordance with this article.

**ARTICLE 16 – Cancellation procedure**

If the renter decides to withdraw, he must end the rental contract either by telephone or in writing. The renter shall remain liable towards the rental company until the latter is in possession of the vehicle once again. The renter must ensure that he has obtained valid cover for the vehicle against all risk of damage or loss. The renter is also liable for all parking charges until the vehicle is returned to the rental company.

**ARTICLE 17 – Extension of the rental period**

The renter must give the rental company adequate warning if he wishes to extend the agreed rental period. The rental company shall then provide instructions, with which the renter must comply. If there is any doubt regarding the reliability of the payment method specified in the rental contract, extension of the rental period will not be authorised.

**ARTICLE 18 - Theft**

The vehicle supplied to the renter is covered by standard third-party liability insurance, but it is not insured against theft by default. The renter can take out such insurance for an additional charge. Theft insurance is subject to an excess. In the event of theft, the renter must inform the police authorities and the rental company immediately. If he omits to do this, his cover will no longer be guaranteed by the insurer.

**ARTICLE 19 – Processing of the personal data of the renter and the driver**

The personal data of the renter who has entered into the rental contract with the rental company, as well as the personal data which the renter sends to the rental company in relation to other drivers, shall be processed by the rental company in accordance with the provision of the amended law of 2 August 2002 on the protection of individuals with regard to the processing of personal data.

The renter expressly authorises the rental company to send all information and documents to the public authorities in accordance with article 13 of these Terms and Conditions, to use the data gathered in relation to the execution of this contract, as well as - for the purpose of offering the renter or driver an optimal service and if the renter or driver have given their consent – to send them up-to-date information on current products and services and to make personalised offers to the renter or driver. The renter has the right to modify or correct his personal data at any time, in accordance with the legal provisions in force. The data processing controller is Sixt S.à.r.l., a limited liability company with capital of 12,500 EUR, with registered office at L-1110 Findel, Aéroport de Luxembourg, R.C.S. Luxembourg B 132.006.

**ARTICLE 20 - Applicable law and competent courts**

The rental contract is governed by Luxembourg law, except where the law of another country is applicable under mandatory rules. All disputes relating to the rental contract are subject to the exclusive competence of the courts of the city of Luxembourg.