

General Terms and Conditions of Rental

§ 1 Rental

1. Rentals shall be arranged by telephone or in writing exclusively via the reservation centres of LEAN Autovermietung GmbH (hereinafter referred to as "LEAN") or LEAN car rental stations. LEAN may use vehicles from other car rental companies to fulfil its obligations arising from the rental agreement. These car rental companies are not entitled to amend or supplement the terms and conditions of the rental agreement in LEAN's name.
2. LEAN is entitled to exchange the rented vehicle for another vehicle in the same category at any time during the term of the rental agreement. The vehicles are without exception self-drive rental vehicles.
3. The customer undertakes to provide advance notification to LEAN when the vehicle is approaching the maximum kilometres stipulated in the rental agreement. Such notification must be provided at least one week before the maximum kilometres stipulated in the rental agreement are expected to be reached. If the customer fails to provide this notification, they are required to compensate LEAN for any actual damages incurred as a result. Excess kilometres will be charged according to the rental tariff sheet.

§ 2 Rental rates and payments

If the customer has not concluded a separate agreement with LEAN, the LEAN rate for individual customers applies. The rental charge is immediately due and payable at the end of the individual rental agreement. If the rental period exceeds 28 days, the monthly rental charge is invoiced and payable at the end of the calendar month.

§ 3 Insurance, exemption from liability and duty to provide notification of damage

1. The rental charge includes vehicle liability insurance which is restricted to Europe with at least the minimum statutory coverage in the country where the vehicle is registered.
2. Exemption from liability for damage to the rented vehicle with an excess for each incident of damage is agreed. The amount of excess for each incident of damage and the amount of the fee for exemption from liability is in accordance with the currently effective rates for individual customers. Exemption from liability is based on the principles of fully comprehensive insurance. The exemption does not apply
 - To brake damage, damage caused by the vehicle operator and simple breakages, particularly damage caused by slipped loads, misfuelling and incorrect gear shifting.
 - If the renter causes the damage deliberately. Renter's liability for damage caused by gross negligence is assessed proportionately to fault.
 - If the renter deliberately breaches the obligation to provide notification in section 3 (3). Exemption from liability is reduced proportionately to fault if the duty of disclosure is breached with gross negligence. If the renter is able to prove that the duty of disclosure was not breached with gross negligence, exemption from liability remains effective.
 - If the customer fails to stop after an accident and, as a result, the legitimate interests of LEAN in assessing the damage incident are generally impaired.
 - If the customer/driver uses the vehicle for a purpose other than that provided for under this agreement, see section 4 (4), or uses the vehicle outside Europe.Otherwise, statutory provisions apply.
3. In the event of an accident, theft of the vehicle or parts thereof, fire, damage caused by wildlife/animals or other damage (collectively referred to as "incident"), the customer or driver must immediately inform and call out the police. If the police do not attend the incident, it must be reported at the nearest police station. The above also applies in cases of minor damage to the rental vehicle and in cases of accidents caused by the renter without third party involvement.

§ 4 Duty of care

1. The customer shall comply with statutory provisions pertaining to the operation and use of the vehicle. LEAN is exempted from any claims asserted against it in this respect.
2. The vehicle shall be operated in accordance with the manufacturer's/importer's instructions and may not be subjected to excessive loads. In particular, the axle load, payload and towing capacity specified in the vehicle documents may not be exceeded. The vehicle shall be treated with care and used for the agreed purpose, protected from damage and always maintained in an operational and roadworthy condition.
3. LEAN may arrange an appointment with the customer to view the vehicle and inspect its condition at any time. Regular checks and maintenance, such as checks on and replenishment of engine oil, coolant, brake fluid, anti-freeze, windshield fluid and tyre pressure, shall be performed by the customer and at the customer's expense. Wheel nuts and bolts shall be inspected to ensure that they are secure and tightened if necessary approx. 50 km after repairs or tyre changes and thereafter at regular intervals. LEAN is entitled to exchange the vehicle if repairs or maintenance other than washing are necessary. The customer shall notify LEAN without delay of any pending maintenance or repairs.
4. The vehicle may only be used on public roads. Participation in safety training sessions, driving on race tracks and commercial passenger transport are prohibited. Any provision to the contrary requires the written approval of LEAN Autovermietung GmbH. The transportation of hazardous substances as specified in the German Hazardous Goods Ordinance for Road and Rail (GGVSEB) is prohibited. Furthermore, the customer shall give consideration to the insured risks.

5. Written notification of damage to the odometer or any odometer-relevant electronic components or lead seals must be provided to LEAN without delay.
6. The customer may not permit use of the vehicle by third parties in return for payment or free of charge. It may, however, permit use of the vehicle by company employees or the next of kin of the driver specified in the individual rental agreement. If the vehicle is used by a person who is not named in the rental agreement, a log book must be kept. All persons using the vehicle must have a valid driving license and the aptitude to drive a vehicle of the type rented. The customer shall inform its drivers of the requirement to comply with these aforementioned provisions. The customer or their authorised driver must check the driving licence of any third party to whom the rented vehicle is handed over in accordance with the principles of section 21 of the German Road Traffic Act (StVG).
7. If the vehicle is to be driven in countries outside Germany, additional written permission from LEAN must be obtained, unless information was provided in conjunction with the rental agreement permitting use of the vehicle in the country in question.
8. LEAN is under obligation to respond to information requests from authorities. This involves personal driver data being transmitted to the authorities. The customer is under obligation to inform the driver of this in advance.

§ 5 Liability

1. In cases of vehicle damage, vehicle loss and breaches of the rental agreement the customer has statutory liability unless the exemption from liability under section 3 applies.
2. In particular, the customer shall be liable if they or the driver culpably breaches the liability insurance contract (including breach of obligation) and, as a result, no claim can be made on the vehicle's liability insurance for the incident of damage. If and insofar as no provisions to the contrary are contained in this agreement, the provisions of the German Insurance Contract Law (VVG) and "General Terms and Conditions for Motor Vehicle Insurance" which are effective at the time of rental apply.
3. If the vehicle is damaged in an accident, the customer shall pay the costs associated with the delivery of a replacement vehicle by LEAN at effective rates for individual customers.
4. a) LEAN shall be liable for malicious intent and gross negligence, culpable loss of life, physical injury or damage to health, malice or breach of warranty.
b) In the event that LEAN breaches an obligation necessary for the proper performance of the agreement, or the breach of obligation jeopardises the attainment of the purpose of the agreement and/or the customer is entitled to expect compliance with such obligation, LEAN is also liable in cases of ordinary negligence up to the amount of typical and foreseeable damage. If it breaches other obligations, LEAN shall not be liable for ordinary negligence unless otherwise agreed hereunder. This does not affect section 5 (4a).

§ 6 Limitation period

All claims asserted by the parties hereto shall become statute barred 18 months after the vehicle is returned unless the statutory limitation period is longer.

§ 7 Rental term/vehicle return

If no end date for the rental term is agreed in the individual rental agreement, the rental agreement may be terminated at any time by LEAN or the customer. If the customer terminates the agreement, the vehicle shall be returned without delay pursuant to the terms and conditions for the termination of fixed-period rental agreements. When the individual rental agreement expires, the customer undertakes to return the vehicle to the agreed LEAN rental station during regular business hours unless another place of return is agreed in writing. The vehicle shall be returned in a clean condition and in proper working order.

The condition of the vehicle will be recorded in a return protocol which is signed by the driver and the rental station to which it is returned. Defects, damage and alterations to the vehicle which were not evident when the vehicle was returned or concealed by dirt, rain, ice, snow or darkness will be subsequently recorded and notified to the customer. Any necessary valeting costs will be charged separately. The rented vehicle is to be returned to the rental company with an full tank or 80% battery.

If the vehicle is not at least full or 80% battery the costs for refuelling or recharging will be charged. The expenses incurred in addition to the cost of fuel will be invoiced together with fuel costs at a flat rate of EUR 3.50 plus VAT per litre or per KWH, unless the customer can prove that the expenses are lower.

§ 8 Winter tyres

In the core period from 1 October to 30 April the rented vehicles must be fitted with winter tyres.

§ 9 Amendments to the General Terms & Conditions of Rental

LEAN is entitled to amend or supplement the General Terms & Conditions of Rental at any time. LEAN will notify the customer in writing or in an email containing a link to the GTCs of any amendments and supplements. Such amendments and supplements shall be deemed to be accepted by the customer if no objection is raised by the customer within one month of receiving written notification of the amendments or supplements. The amendments do not apply to existing rental agreements. They are only effective for new rental agreements concluded after the entry into force of the amendments or supplements.

§ 10 Miscellaneous provisions

The customer consents to LEAN's storage, transmission, editing and deletion of personal data received in connection with or resulting from processing of the master agreement and the individual rental agreements up to the end of the statutory archiving period.

2. This agreement and the individual rental agreements are governed exclusively by the laws of the Federal Republic of Germany. Exclusive legal venue for all disputes is the claimant's registered place of business if the customer is a merchant, a special fund under public law or a legal entity under public law. However, LEAN is also entitled to bring action against the customer at its registered place of business.