



# WORLD OF DRIVING

Das Schönste, was Autos tun können!

## **World of Driving GmbH – Rental terms and conditions**

### I Scope

1. These general terms and conditions apply to rental offers, contracts, and services provided by World of Driving GmbH (hereinafter referred to as “we,” “us,” “provider,” or “rental company” as appropriate) through our website [www.world-of-driving.com](http://www.world-of-driving.com).
2. The general terms and conditions in their current version apply. By placing your order, you agree to their applicability.

### II Provider and Contractual Partner

World of Driving GmbH  
Lochhauser Str. 72  
82178 Puchheim  
Germany

Phone: +49 1512-9423235  
Email: [info@world-of-driving.com](mailto:info@world-of-driving.com)  
Website: [www.world-of-driving.com](http://www.world-of-driving.com)

Registration Court: Munich District Court, HRB 272965  
Managing Director: Daniel Hofmeier  
VAT ID: DE351011965

### III Services

World of Driving GmbH rents out classic and vintage cars, as well as sports cars for self-driving. The scope of services is described in the vehicle description or the customized offer.

#### IV Conclusion of the Rental Agreement

By accepting the offer (either by booking through our website or by written acceptance of an offer), the vehicle is provisionally reserved.

Only after timely payment of the agreed rental price is the vehicle definitively reserved.

Payment is made in advance via bank transfer or, in individual cases and with the rental company's approval, in cash on site.

Our prices apply from and to our location D-82178 Puchheim or a different location if explicitly stated in the offer or agreed between the renter and the rental company. For all other pick-up and/or drop-off locations, transportation costs are generally calculated separately.

In combination with trips/tours offered by World of Driving GmbH, the reduced rental price as offered on the respective trip/tour applies. The rental is carried out within the framework of the trip/tour booking.

The rental price includes statutory VAT and covers:

- Liability insurance and comprehensive insurance with a €1,000.00 deductible (unless explicitly stated otherwise in the offer). Excluded are damages caused by gross negligence and general technical damage due to misuse. The liability insurance provides coverage of €100 million in total, and €15 million for personal injuries. The comprehensive coverage, minus deductibles, covers damage from self-inflicted accidents or damages not reimbursed by third parties.
- Breakdown cover in case of a breakdown or accident:
  - Insured are the driver and all passengers.
  - The hotline is available 24/7, 365 days a year.
  - Services for damage cases within 50 km of the rental company's headquarters:
    - Breakdown/accident assistance and towing up to €200
    - Unlimited recovery
  - Services for damage cases more than 50 km from the headquarters:
    - Forward and return service – to the destination or back to the headquarters
    - Overnight accommodation up to €50 per person for up to 3 days
    - Rental car for up to 7 days (maximum €52 per day)
    - Vehicle storage after a damage case for up to 2 weeks
    - Replacement driver – e.g., if you suffer a leg fracture and cannot drive
    - Taxi costs up to €26
  - Additional services for damage cases abroad:
    - Shipment of vehicle parts
    - Assistance with loss of travel payment means

The rental price also includes exterior and interior cleaning; additional costs for cleaning due to severe dirtiness will be charged separately.

1. Information about included free kilometers and costs for additional kilometers can be found in the specific offer for the rental vehicle. Discounts for unused free kilometers are excluded.
2. A deposit of €500 (unless explicitly stated otherwise in the offer) is required before vehicle pickup.
3. The renter declares that they are authorized to place the order and are willing and able to pay all direct and indirect rental costs.
4. The driver must be capable of operating the vehicle safely in traffic, and the 0.0‰ blood alcohol limit applies.
5. The renter indemnifies the rental company from any claims made by third parties against the rental company due to circumstances attributable to the renter or falling within their duty or risk area. In particular, the renter is liable for all fees, charges, fines, or penalties related to the use of the vehicle.
6. Instructions from the rental company must be followed. Otherwise, the rental process may be immediately terminated.

## V. Pickup and Rental Period

### 1. Pickup:

The agreed pickup time is binding. Delays must be reported to the landlord in advance by phone. From 1 hour after the rental start, the landlord is no longer bound by the reservation, and the paid rental price is forfeited.

If a technical defect in the vehicle is detected before or at the time of pickup, the landlord will provide a replacement or postpone the trip in consultation with the renter.

A driver's license and ID card must be presented at pickup. The landlord may make copies or take photos of these documents.

Time for the briefing (10-20 minutes) should be planned.

Depending on the landlord's assessment, named drivers may be required to complete a test drive to verify their suitability when picking up the vehicle.

If the landlord or the representative assigned to conduct the test drive determines that the driver does not have the required suitability to drive the rented vehicle, the landlord may withdraw from the contract with immediate effect.

The findings of the landlord or their representative regarding driving suitability are binding.

Payments already made will be refunded to the renter in the event of withdrawal, unless the renter was aware of their driving incapacity at the time of the contract conclusion. In this case, the obligation to pay the agreed rental price remains.

Claims for reimbursement of expenses by the renter are excluded in the event of withdrawal.

## 2. Rental Period:

The four-hour rental covers a period of four hours. An additional charge of 30% of the rental price per hour applies for exceeding this period.

The daily rental covers a period of up to 24 hours. An additional charge of 10% of the rental price per hour applies for exceeding this period.

A weekend rental covers a maximum of 48 hours. An additional charge of 5% of the rental price per hour applies for exceeding this period.

The weekly rental covers 7 calendar days (168 hours). An additional charge of 5% of the rental price per hour applies for exceeding this period.

Other periods are possible upon individual agreement.

In combination with trips/tours offered by World of Driving GmbH, the respective trip/tour duration applies.

Discounts for unused rental periods are excluded.

## VI. Cancellation / Withdrawal

### 1. Cancellation by the Landlord

Cancellations due to "bad weather" or "technical defects" by the landlord must be made no later than 24 hours before the rental begins. A new, cost-free driving appointment will be arranged.

In case of cancellation, we will attempt to provide a comparable vehicle. Claims for damages of any kind arising from this are expressly excluded.

### 2. Cancellation by the Renter

Cancellations for "personal reasons" are only possible in exceptional cases and only in coordination with the landlord.

A refund of the paid rental price will be made – unless otherwise stated – with the following cancellation fee deductions:

- Up to 4 weeks before the rental begins: 25% of the rental price
- 1 to 4 weeks before the rental begins: 50% of the rental price
- Within 1 week before the rental begins: 75% of the rental price

In the case of non-appearance (from 1 hour after the rental begins) or cancellation of the rental, the full rental price will be charged.

If the renter provides a substitute person, a rebooking is possible with prior approval from the landlord.

Cancellation and cash payment of vouchers are not possible.

## VII. Driver Requirements / Handling of the Rental Vehicle

The vehicle may only be driven by named drivers who can present a valid driving license at the time of vehicle pickup.

The minimum age is 23 years, and the maximum age is 74 years.

The driver must have held a valid driving license for at least 4 years.

Additional drivers may be named with an insurance surcharge according to the specific vehicle offer.

The drivers are agents of the renter.

The renter is prohibited from using the vehicle for:

- Participation in authorized or unauthorized driving events where achieving maximum speed is a goal. This also includes related practice sessions.
- Conducting any drives on motorsport race tracks, even if the goal is not achieving maximum speed (e.g., regularity drives, tourist drives).

Motorsport race tracks include, but are not limited to:

- Former motorsport race tracks
- Airfields
- Off-road tracks where competitions are held
- Circuit or track-like areas with race track characteristics
- Areas of public roads used temporarily and as part of events as race tracks or circuits (e.g., so-called "city circuits")
- Conducting vehicle tests
- Transporting flammable, toxic, or otherwise dangerous substances
- Transporting live animals of any kind
- Committing customs and other criminal offenses, even if they are only punishable under the law of the location
- Commercial use (e.g., sub-renting, professional film and photo shoots)

The renter has insurance coverage within the geographical limits of Europe and the non-European areas that are part of the European Union. If we have provided a "Green Card," the insurance coverage in the motor vehicle liability insurance also extends to the non-European countries listed there, provided country names are not crossed out.

The provisions of the applicable road traffic regulations and vehicle registration regulations in the countries traveled through must be adhered to.

Classic cars are not technically up to the standard of new vehicles but are subject to the technical standard of their production year. This especially affects traffic and operational safety. The driving behavior must be adjusted according to the production year.

Smoking is prohibited in the rental vehicles of World of Driving GmbH.

The rental vehicles should be parked under cover and well protected.

Placing stickers or other decorations is only allowed with prior approval from the landlord.

Company events (without commercial character – cf. "Handling of the Rental Vehicle") with possibly changing drivers can be conducted after consultation with the landlord.

#### VIII. DEFECT REPORT AT PICKUP AND PICKUP PROTOCOL

Young and classic cars are old vehicles that have been in use for decades and may therefore have small damages and signs of wear. These are documented with photographic material and pickup and return protocols.

It is irrefutably presumed that the vehicle handed over to the renter at pickup only has the apparent defects documented.

The renter is, however, obliged to inspect the vehicle for new defects at pickup and to immediately report any visible new defects to the landlord. These will be recorded in the pickup protocol along with the date, time, mileage, and fuel level. This clause does not apply to defects that are not apparent at pickup.

#### IX. REPAIRS

The renter may not independently perform workshop work, repairs, modifications, or cleaning and maintenance work on the vehicle.

Repairs necessary to ensure the vehicle's operational and traffic safety may only be commissioned by the renter after prior consultation with and approval from the landlord. The landlord will cover repair costs in this case against presentation of the corresponding receipts, provided the renter is not liable for the damage.

Minor emergency repairs may be carried out by the renter only after prior consultation and agreement with the landlord.

#### X. Breakdown / Accidents

Behavior in the event of a breakdown:

Call the hotline: Toll-free within Germany: 0800 / 327 327 327 or from abroad: +49 89 6275 2500

Provide the license plate of the rental vehicle

The hotline will take care of the rest according to the insurance conditions (see IV /6.)

Behavior in the event of an accident:

The renter must immediately notify the landlord and the police after an accident, fire, theft, wild or other damage. This applies especially in the renter's interest in the case of self-inflicted accidents without third-party involvement.

Claims from opponents must not be acknowledged.

The renter must provide the landlord with a written damage report immediately, even for minor damages.

#### XI GPS Tracking

1. Our vehicles are equipped with a standard GPS (Global Positioning System) tracker.
2. We can access the following data only in cases of suspicion: date, time, location.
3. By accepting the rental offer, the renter agrees to this use and storage of the driving data.
4. In the event of deliberate damage, impairment, or removal of the GPS tracker by the renter, compensation for damages will be charged.

#### XII RETURN OF THE VEHICLE AND FUELING

1. The renter is required to return the vehicle at the end of the rental period at the agreed location, at the agreed time, and with a fuel level as at the time of pickup. If the vehicle has less fuel than at pickup, we will charge the current fuel price, plus an additional fee of €25.

#### XIII LIABILITY OF THE LESSOR / RENTER

1. Lessor:
  1. The lessor is not liable for non-fulfillment of the rental agreement if the non-fulfillment is due to unforeseen defects or accidents involving the vehicle.
  2. The lessor is also not liable for non-fulfillment of the agreement if it is caused by third parties or local conditions (e.g., traffic jams, bad weather).

3. The lessor's liability for breach of contractual obligations, including liability for agents and vicarious agents, is limited to intent and gross negligence.
  4. Liability is limited to the compensation for foreseeable, typical damages under the contract.
2. Renter:
1. By taking possession of the vehicle, the undersigned / drivers & passengers acknowledge without further reservations: The lessor disclaims any liability for personal and property damages that may arise before, during, after, and/or in connection with the drive. The drivers are solely responsible for all criminal and civil consequences of their drive.
  2. The renter is also fully liable for all damages resulting from the use by unauthorized persons.
  3. The renter is fully liable for all damages caused by cargo or improper handling of the vehicle. This includes especially pushing the vehicle's performance limits and excessive and inappropriate highway use during the rental period.
  4. The renter is liable for damages to the vehicle as well as associated costs, particularly towing costs, loss of income for the lessor during repairs or replacement, and any potential decrease in the vehicle's value.
  5. In the case of self-inflicted damages, the lessor is entitled to charge an administrative fee of €200 for processing the damage.
  6. The renter must ensure that the rental object is kept safe from unauthorized access by third parties at all times. In case of actions by third parties affecting the vehicle, including enforcement and similar measures, the renter must immediately take all necessary and legal steps to keep the vehicle free from third-party claims for the benefit of the lessor. In such cases, the lessor is entitled to take all necessary steps to regain possession of the vehicle, including legal action. The renter is required to assist the lessor in asserting their property rights in the event of legal or actual interference with the vehicle.

#### XIV INDEMNIFICATION AND STATUTE OF LIMITATIONS

1. The renter indemnifies the lessor from all claims by third parties arising from any liability-causing behavior of the renter in connection with the use of the rented vehicle as provided in this agreement.
2. If an accident has been recorded by the police, the lessor's claims for damages against the renter become due only after the lessor has had the opportunity to review the investigation report.
3. The limitation period begins no later than 6 months after the return of the vehicle.

#### XV General Provisions / Jurisdiction

1. Changes and deviations from these terms and conditions must be in writing and are only valid with written acceptance by the lessor.
2. The place of performance and jurisdiction is D-82178 Puchheim.



## XVI Severability Clause

1. The invalidity of individual provisions of the rental agreement or these general rental conditions does not affect the validity of the entire rental agreement or the general rental conditions.

As of 21 July 2023