

Booking Terms and Conditions of der Sunny Cars GmbH

1. Die Sunny Cars GmbH is a commercial agent

Sunny Cars GmbH is a commercial agent of Sunny Cars International GmbH and of Sunny Cars B.V. with authority to contract. Sunny Cars GmbH is entitled to receive and process booking enquiries from private individual interested in rental car holidays (referred to below as “Customers”) for Sunny Cars International GmbH and Sunny Cars B.V. and to enter into vehicle rental agreements and agreements on the provision of additional services relevant to travel (referred to below as the “Agreement”) in the name and for the account of Sunny Cars International GmbH and Sunny Cars B.V. with Customers requesting this.

2. Additional motor vehicle liability insurance

2.1 Sunny Cars GmbH has agreed additional motor vehicle liability insurance with a coverage level of EUR 7.5 million per claim with Allianz Versicherungs-AG, which has its registered office at Königinstrasse 28, 80802 Munich, and is represented by AGA International S.A., German branch, Bahnhofstr. 16. The terms and conditions of insurance applicable in connection with the respective Agreement can be found in the current version of the insurance policy, which the Customer can inspect before booking (e.g. on the website of Sunny Cars GmbH).

2.2 The premiums for this additional motor vehicle liability insurance are included in the respective price.

2.3 The Customer will be sent the policy and the complete terms and conditions of insurance together with the voucher that represents the acceptance of the offer made by the Customer to enter into an Agreement between the Customer and Sunny Cars International GmbH/Sunny Cars B.V.

2.4 The Customer is entitled to pursue any claims concerning the provision of the additional motor vehicle liability insurance, in accordance with the “Terms and Conditions of AGA International S.A., German branch, for ELVIA travel protection (Terms and Conditions of Insurance)”, against Allianz Versicherungs-AG even without the approval of Sunny Cars GmbH.

3. Collection

Sunny Cars GmbH is entitled to collect the accounts receivable resulting from the respective Agreement between Sunny Cars International GmbH/Sunny Cars B.V. and the Customer.

4. Legal relationships between Sunny Cars International GmbH and the Customer, liability

4.1 In particular, no brokerage or vehicle rental agreement, no agreements on the provision of additional services relevant to travel and also – with the exception of the commitment to provide additional motor vehicle liability insurance in accordance with section 2 – no other legal relationship is formed between the Customer and Sunny Cars GmbH. Legal claims, including in particular those in relation to the vehicle rental and the provision of additional services relevant to travel, can thus only be made by the Customer against the respective vehicle rental company or the vehicle fleet provider on site.

4.2 In all other respects, Sunny Cars GmbH is liable for the compensation of damages without limitation only in the event of wilful intent or gross negligence on its part. Sunny Cars GmbH is liable for simple negligence only, and for an amount limited to the foreseeable losses typical of this type of contract, if Sunny Cars GmbH breaches a duty, compliance with which is of particular importance for achieving the purpose of the contract (cardinal obligation). In the event that performance is impossible from the outset, Sunny Cars GmbH is only liable if it was aware of the impediment to performance or its lack of awareness is due to gross negligence.

4.3 The above limitations or exclusions of liability do not apply to losses arising from injury to life, limb or health for which Sunny Cars GmbH is responsible.

4.4 If Sunny Cars GmbH’s liability is excluded or limited, this also applies to the personal liability of its executive bodies, employees, workers, personnel, representatives and vicarious agents.

5. Data protection clause

5.1 Sunny Cars GmbH is a controller as referred to by data protection law. Personal data of the Customer are collected, processed and used by Sunny Cars GmbH for the purposes of forming, executing or terminating the Agreement. The data are only disclosed to third parties if this is necessary for the fulfilment of the Agreement. Any further use requires the legal permission or prior consent of the Customer.

5.2 Legal advice in accordance with section 28(4) of the *Bundesdatenschutzgesetz* (BDSG – German Federal Data Protection Act): The Customer can object to the processing or use of their data for advertising purposes or for market or opinion research at any time. Objections must be sent to: Sunny Cars GmbH, Paul-Gerhardt-Allee 42, 81245 Munich, Germany, or by e-mail to info@sunnycars.de.

6. Choice of law

The law of the Federal Republic of Germany applies exclusively unless mandatory statutory regulations dictate otherwise.

7. Procedure for out-of-court dispute resolution

Regardless of whether we participate in the alternative dispute resolution process, we are legally required to advise you of the following: The European Commission has provided a platform for out-of-court dispute resolution since 15 February 2016. This gives consumers the opportunity to resolve disputes relating to online purchases without going to court. The dispute resolution platform can be accessed using the external link <http://ec.europa.eu/consumer/odr>. In this context we are also required by law to provide you with our e-mail address. It is: info@sunnycars.de.

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