BOVAG GENERAL TERMS AND CONDITIONS FOR RENTAL AND SHARED CAR COMPANIES (WITHOUT SHARED CAR APPENDIX)

These General Terms and Conditions for Rental and Shared Car Companies will enter into force on January 2026.

Definitions
In these terms and conditions, the following definitions apply:
- *The vehicle:* the car, including the parts and accessories that are rented;
- *Car:* a passenger car or a commercial car;
- *Hirer:* the natural person who concludes the contract as the hirer;
- *Lender:* the natural person or legal entity and member of BOVAG concluding the agreement as the lender;
- *Consumer:* the hirer who is a natural person and has entered into the agreement for purposes outside the scope of their business or professional activity;
- *Loss incurred by the lender:* the financial loss suffered by the lender as a result of:
  - damage, including abnormal wear and tear, or loss of the vehicle or accessories or parts thereof. This loss include the costs of replacement of the vehicle and the accessories and parts thereof and the loss of rental income;
  - disadvantage caused with or by the vehicle to persons or property for which the lender, the registration holder or the vehicle's liability insurer is liable towards third parties.
- *Overhead damage:* loss incurred by the lender caused by a collision with the part of the vehicle located at a height of more than 1.90 metres above ground or by a collision with items of property attached to the vehicle located at a height of more than 1.90 metres above ground;
- *Driver:* the actual driver of the vehicle;
- *In writing/Written:* in writing or electronically;
- *WAM:* Dutch Civil Liability Insurance (Motor Vehicles) Act.

GENERAL PROVISIONS

Article 1 - Applicability
These general terms and conditions apply to agreements concerning the rental of vehicles between the lender and the hirer.

Article 2 - The offer
1. The hirer may choose whether the lender makes a written or oral offer.
2. The offer is irrevocable for 14 days except in case of insufficient availability.
3. The offer concerning the rental of a vehicle includes a full and accurate description of:
   - the vehicle;
   - the rental period;
   - the rent;
   - the payment method;
   - any associated additional costs, such as cleaning costs;
   - the amount of the excess, and whether this excess may be bought off;
   - any deposit or other form of providing security.
4. The offer states the opening hours, the address and the telephone number at which the company can be reached.
5. The general terms and conditions are enclosed with the offer. If this is not possible, the general terms and conditions will be handed over when the agreement is concluded. When rental arrangements are made by telephone, they will be sent as soon as possible.

Article 3 - The agreement
1. The agreement is formed by acceptance of the offer. The lender preferably confirms the oral agreement in writing.
2. The agreement applies for the period and the rate as stated in the agreement or as otherwise agreed. The agreement specifies the day on which and time at which the rental period starts and ends.
3. The parties may agree that valuable items worth more than €15,000 may be transported using the vehicle. The maximum amount, which may be increased, is indicated in the agreement. Reference is also made to a limitation of liability in Article 13(2).

Article 4 - Remote agreement/Outside sales area
If the parties conclude an agreement online or by telephone, or outside a sales area, the statutory rules will apply to such transactions. These rules are set out in Book 6, Title 5, Section 2b of the Dutch Civil Code. In such cases, these statutory provisions apply in addition to and in derogation from these general rental conditions. Under these statutory provisions, the hirer does not have the right to revoke (terminate) the rental agreement.

Article 5 - The price and price changes
1. The rent and any associated costs, such as the price per kilometre, are agreed in advance. This also applies to any power to change the price in the interim. The rent and any associated costs will be clearly stated in the agreement.
2. If a price change occurs within three months after the conclusion of the agreement, this will not affect the agreed price.
3. The second paragraph does not apply to price changes resulting from the law, such as tax increases.
4. The consumer may terminate the agreement if the price goes up after three months after conclusion of the contract but before the rental period has started.
5. The number of kilometres driven is determined on the basis of the odometer, unless it is defective. If the odometer is defective, the number of kilometres driven is determined in another way common in the industry. The above provisions regarding the odometer also apply to the PTO and cooling engine operating hour meter.
6. During the rental period, the hirer will pay the costs related to the use of the vehicle, such as toll fees, Eurovignette, and environmental badges, and the costs related to fuel, fuel additives, cleaning, and parking. The hirer also pays the cost of winter tyres if such tyres are compulsory for the vehicle.

Article 6 - The rental period and exceeding the rental period
1. The hirer must return the vehicle on the day and at the time that the rental period ends. If an address other than the business address was agreed, the vehicle will have to be delivered there. The lender must take receipt of the vehicle during opening hours.
2. The hirer may only return the vehicle outside opening hours or to a different address with the permission of the lender.
3. Arrangements made regarding the earlier return of the vehicle within the agreed rental period are without obligation.
4. If the vehicle is not returned as agreed at the end of the rental period, which may have been extended, the lender will have the right to take back the vehicle with immediate effect. The contractual obligations of the hirer continue to apply until the vehicle has been returned to the rental company.
5. If the hirer does not return the vehicle on time, the lender will have the right to charge the hirer 20% of the daily rent for each hour the vehicle is returned late. Following an overrun of five hours, up to 1.5 times the daily rent may be charged per day. The hirer will also be obliged to reimburse the loss sustained and yet to be sustained by the lender. If it is and remains impossible to return the vehicle, no higher rent will be charged. The rent increase does not apply if the hirer demonstrates that the rental period was exceeded as a result of force majeure.

Article 7 - Cancellation
1. If an agreement is cancelled by the hirer, the lender may charge the following cancellation charges:
   - in case of cancellation up to the 42nd day (exclusive) before the day of hire:
   - the deposit subject to a maximum of 20% of the rent of the vehicle;
   - in case of cancellation from the 42nd day (inclusive) up to the 28th day (exclusive) before the day of hire:
   - 35% of the rent of the vehicle;
   - in case of cancellation from the 28th day (inclusive) up to the 21st day (exclusive) before the day of hire:
   - 40% of the rent of the vehicle;
   - in case of cancellation from the 21st day (inclusive) up to the 14th day (exclusive) before the day of hire:
   - 50% of the rent of the vehicle;
   - in case of cancellation from the 14th day (inclusive) up to the 5th day (exclusive before the day of hire:
   - 75% of the rent of the vehicle;
   - in case of cancellation from the 5th day (inclusive) up to the day of hire:
   - 90% of the rent of the vehicle;
   - in case of cancellation on the day of hire or later: the full rent of the vehicle.
2. Cancellation outside office hours will be deemed to have been made on the next calendar day.

Article 8 - Payment
1. The lender may request payment of a deposit at the start of the hire.
2. In principle, the deposit is refunded within 5 working days after the vehicle has been returned.
3. The lender is entitled to offset the outstanding costs against the deposit. The lender will itemise these costs.
4. In the event the lender sustains a loss, this will be offset against the deposit. Repayment will be made as soon as it is clear what amount remains. Repayment will be made within two months after the vehicle has been returned, but within six months in case of damage caused to third parties.
5. If a third party has caused the lender to sustain a loss and the third party has fully reimbursed this loss, the deposit will be refunded within 14 days after recovery of the loss. The lender will endeavour to recover the loss caused by third parties as soon as possible. The lender will keep the hirer informed of developments.
6. The lender may require an advance of up to 50% of the rent.
7. Unless otherwise agreed, the rent is payable immediately after the end of the rental period. Other amounts must be paid within 15 days after receipt of the invoice.
8. The hirer must pay the amount due before the payment date lapses. If they fail to do so, the lender will send a free payment reminder after this date and offer the hirer the opportunity to pay the outstanding amount within 15 days after this payment reminder was delivered to/received by the hirer. If payment has still not been made after expiry of this period, the lender will be entitled to charge interest from the moment of default. This interest is equal to the statutory interest. Judicial and extrajudicial costs incurred by a party to enforce payment of a debt may be charged to the other party. The amount of these costs is subject to statutory limits. Deviations from the above in the hirer's favour are allowed.

Article 9 - Obligations of the hirer
1. The hirer must handle the vehicle with due care and ensure that the vehicle is used in accordance with its intended purposes. For example, it is not allowed to use the vehicle on a racetrack, on terrain that is not suitable for the vehicle, or on terrain that people enter at their own risk.
2. The hirer must return the vehicle in the same condition as they received it. This means, for example that the hirer must undo any modifications and additions to the vehicle. The hirer is not entitled to any compensation.
3. The hirer must secure any luggage properly to and in the vehicle.
4. The hirer must ensure that the vehicle is not driven by anyone who is not qualified or obviously mentally or physically unfit. Only persons named as drivers in the rental agreement are allowed to drive the vehicle or otherwise exercise control of the vehicle.
5. The hirer is not allowed to relet the vehicle.
6. The hirer is allowed to take the vehicle outside the national borders of the Netherlands, but only to countries listed on the vehicle's green card, unless otherwise agreed in writing with the lender.
7. In case of damage to or defects in the vehicle that is/are known or noticeable to the hirer, the hirer will not be allowed to use the vehicle if this could worsen the damage or defects, or impair road safety.
8. The hirer is obliged to point out the rental rules to drivers, passengers and other persons they allow to use the vehicle and ensure that they comply with these rules.
9. The hirer is obliged, among other things, to handle the vehicle keys, the control of the alarm system and the vehicle documents, such as the registration certificate and border documents, with due care.
10. The hirer is not allowed to use the vehicle to give driving lessons or to transport persons for payment other than for the purpose of carpooling. The hirer is not allowed to participate in races or carry out speed, proficiency or reliability tests with the vehicle.

Article 10 - Instructions for the hirer
1. The hirer is obliged to maintain or have third parties maintain the oil level and tyre pressure of the vehicle. If the lender requests the hirer to return the vehicle for regular maintenance, the hirer will do so if this can be arranged for them in a normal manner. The lender will not request the hirer to return the vehicle for maintenance if the rental period is one month or less.
2. The hirer must return the vehicle clean. If the hirer fails to do so, cleaning costs, including the costs of the removal of narcotics and raw materials of narcotics, may be charged, subject to a minimum of €25 (inclusive of VAT).
3. The hirer will fill up with fuel specified by the lender and intended for the vehicle, possibly including the additives requested by the lender. The hirer will charge an electric car correctly.
4. In case of defects known or noticeable by the hirer, damage to or caused with the vehicle or loss of the vehicle, the hirer will be obliged to comply with the following instructions:
   - the hirer informs the lender;
   - the hirer complies with the lender's instructions;
   - the hirer provides all information and relevant documents to the lender or its insurer both upon request and of its own accord;
   - the hirer leaves the vehicle in such a way that it will be properly protected against damage or loss;
   - the hirer cooperates fully with the lender and the persons designated by the lender to obtain compensation from third parties or for the purpose of conducting a defence against claims from third parties.
5. In case of accidents, damage to or loss of the vehicle, the hirer will also be obliged:
   - to file a report with the local police;
   - to submit a fully completed and signed claim form to the lender as soon as possible;
   - not to acknowledge guilt in any way.
6. The hirer must inform the lender as soon as possible of any circumstances about which the lender should reasonably be informed, such as:
   - the suspicion that the odometer / tachograph / speed limiter / PTO / cooling engine / operating hours counter or tracking & tracing system is defective;
   - the suspicion that the fuel supply system sealing plan has been breached;
   - the occurrence of an event as a result of which damage to, caused with or by the vehicle arises or could reasonably arise;
   - the breakdown, attachment, or loss of the vehicle, or the hirer's having lost control over the vehicle in a different way.
7. If authorities, such as the police, request the lender to provide information concerning the person who drove or used the vehicle, the hirer will be obliged to answer the lender's questions as soon as possible.

Article 11 - Obligations of the lender
1. At the start of the rental period, the vehicle will have a full tank of petrol (or will be sufficiently charged if it is an electric car), the agreed accessories and specifications and the equipment that is mandatory in the Netherlands. The vehicle has the correct tyre pressure and oil level, is clean, well maintained and, as far as the lender knows or is aware of, technically in a good condition.
2. The hirer receives a free upgrade if the vehicle to be rented from the agreed category is not available, unless the vehicle is already in the highest category.
3. The lender will draw up a report together with the hirer before the start of the rent, which report will indicate any existing damage to the vehicle.
4. The lender will provide the hirer with the required documents before the start of the rental period.
5. The lender ensures that there are Dutch-language instructions inside the vehicle as well as well an overview of telephone numbers the hirer can dial during and outside opening hours.
6. The type of fuel plus any additives that must be used to fill up the vehicle are indicated on the vehicle, preferably close to the fuel intake.
7. The Dutch-language instructions concerning the vehicle indicate at which levels the oil and tyre pressure must be kept.
8. If the hirer asks the lender to remedy defects, the lender must do so. This does not apply if a defect cannot be resolved or if this cannot reasonably be expected of the lender in view of the costs of the repair. If the hirer is liable towards the lender for the defect or for the consequences of the defect, the lender will not be obliged to remedy the defects even if the hirer has requested this.
9. Breakdown assistance is provided in the Netherlands and in the countries listed on the green card. Breakdown assistance in countries other than those listed on this green card is only provided if the parties have agreed that the vehicle may also be used there.
10. Breakdown assistance in any event covers replacement of the vehicle with a – preferably – equivalent vehicle if a defect in the vehicle requires repair. This only applies if this repair is likely to take longer than two working days. The costs of assistance will not be reimbursed by the lender if the breakdown is the hirer's own fault.
11. The lender will inspect the vehicle for damage immediately on return by the hirer. This applies both in case the vehicle is returned to the own branch and when the vehicle is returned to a different branch.
12. In the event of damage to the vehicle abroad, the costs of repatriation of the vehicle will be borne by the lender, unless Article 12(2) applies or the parties have agreed that the vehicle may not be used abroad.

Article 12 - Liability of the hirer
1. The hirer is liable for the lender's loss per claim up to the excess stated in the rental agreement For vehicles up to 3500 kilograms, the excess in case of overhead damage is a maximum of €1,500. For damage sustained when reversing or parking in or leaving a parking space, the excess is also a maximum of €1,500. For all other claims, the excess is a maximum of €1,000.
2. If the damage results from acts or omissions as referred to in Article 9, the hirer will be obliged to reimburse the lender's loss in full. This is not the case if the hirer proves that these acts or omissions are not attributable to them or if full reimbursement is not fair and reasonable.
3. In the event the vehicle is returned outside opening hours with the consent of the lender and/or if the vehicle is returned to a location other than the lender's business address, so that the lender can come and collect the vehicle, the following will apply in accordance with paragraphs 1 and 2: the hirer remains liable for the loss caused to the lender up until the time the lender has actually inspected the vehicle or has had this done.
4. The lender will inspect the vehicle at their earliest convenience and will notify the hirer immediately if damage was discovered.
5. For any loss suffered by the lender consisting of financial loss as a result of damage caused to persons or property by or with the vehicle, for which the lender, the registered owner or the liability insurer of the vehicle is liable to third parties, the provisions of the second paragraph of this article will only apply if there is no cover under the terms of the WAM insurance agreement.
6. If the hirer allows a third party to drive or use the vehicle, the hirer will be liable for this person's acts or omissions, even if this person did not have the hirer's consent to use the vehicle.
7. If the hirer transports valuable goods or leaves such goods behind in the vehicle, the hirer will be liable for loss resulting from theft or damage, unless this loss resulting from theft or damage was caused by a defect in the vehicle as referred to in Article 13 paragraph 2.

Article 13 - Liability of the lender
1. The lender is obliged to compensate the damage caused by a defect if the defect arose after conclusion of the rental agreement and the defect is attributable to the lender. The obligation also applies if the defect existed when the rental agreement was concluded and the lender was or should have been aware of it or indicated to the hirer at the time that the vehicle did not have the defect.
2. The lender is not liable for damage to goods being transported as a result of a defect in the rented vehicle if the total value of those transported goods exceeds €15,000. However, the lender is liable for higher amounts if a higher maximum amount was agreed or if the lender knew or should have known about the defects when they made the rental arrangement or in the event defects arose as a result of an intentional act or gross negligence on the part of the lender.
3. In the event someone has sustained personal injury that is compensated by their non-life insurer or in some other way, the lender cannot be held liable for this personal injury.

Article 14 - Government measures and provision of information to the authorities
1. All sanctions and consequences of measures that are imposed by the government in connection with having available or using the vehicle are for the hirer's account, unless they are related to a defect that already existed when the rent commenced or the sanctions are related to circumstances that are within the lender's sphere of risk.
2. If such a sanction or measure is imposed on the lender, the hirer will be obliged to reimburse the loss as soon as possible at the lender's request. The hirer must also pay administrative costs, subject to a minimum of €25 and a maximum of €150. The lender must limit these costs as much as possible and account for these costs at the hirer's request. In the event the lender provides information to the authorities in connection with any act or omission on the part of the hirer, such as a traffic offence, the hirer will be obliged to compensate the related costs, subject to a minimum of €10 and a maximum of €100. In this case, too, the lender will account for these costs at the hirer's request.
3. The hirer will be provided with a copy of the official document of the sanction if they so wish.

Article 15 - Attachment of the vehicle under administrative / civil / criminal law
1. In the event the vehicle is attached under administrative / civil / criminal law, the hirer will remain obliged to comply with the obligations under the rental agreement, including the obligation to pay the rent, until the moment at which the vehicle is back in the lender's possession free from attachments, unless the attachment is related to circumstances that are within the lender's area of responsibility.
2. The hirer pays costs related to the attachment.

Article 16 - Termination of the rental agreement
1. The parties may terminate the rental agreement without notice of default or judicial intervention at any time when:
   - the other party defaults on any of their obligations, or fails fulfil them duly, unless this is not serious enough to warrant termination;
   - the other party is placed under a guardianship order, applies for suspension of payments, is declared bankrupt or the Debt Restructuring (Natural Persons) Act is declared applicable to them;
   - the other party was aware of the circumstances that are of such a nature that they would not have concluded the agreement (in this manner) had they been aware of them. In such a case, the lender will have the right to demand reimbursement of the reasonable costs;
   - the hirer dies before or during the rental period of the car or the shared car.
2. Upon any termination under paragraph 1, the hirer will cooperate fully in the return of the vehicle.

Article 17 - Complaints and Mediation Scheme
1. Complaints about the performance of the agreement must be submitted to the lender, fully and clearly specified and in a timely manner after the hirer has discovered that, in their opinion, something has gone wrong. The hirer may forfeit their rights if they do not complain on time.
2. The following applies if the hirer is not satisfied with the result of complaint handling by the lender. The hirer may submit a dispute to BOVAG Mediation within six weeks after it has arisen. Mediation takes place in accordance with regulations of which the hirer and lender have been informed in advance. The address of BOVAG Mediation is: PO Box 1100, 3980 DC Bunnik, the Netherlands, telephone number 030-6595395 (local rate). The complaint must relate to the interpretation or implementation of these general rental conditions. The hirer may of course elect to bring the complaint before the disputes committee.

Article 18 - Dispute adjudication procedure
1. Disputes between the hirer acting for purposes falling outside their business or professional activities and the lender on the formation or the performance of agreements relating to the services or goods delivered or to be delivered by the lender can, subject to the provisions below, be submitted by either the hirer or the lender to the Vehicle Rental Disputes Committee. Address: Disputes Committee, PO Box 90600, 2509 LP The Hague, the Netherlands (office address: Bordewijklaan 46, 2591 XR The Hague).
2. A dispute will only be considered by the Disputes Committee if the hirer has first submitted their complaint to the lender on time. A dispute arises if the complaint of the hirer has not been satisfactorily resolved by the lender and/or via the mediation attempt of BOVAG Mediation.
3. If the complaint does not lead to a resolution, the dispute must, at the latest 12 months after the date on which the hirer submitted the complaint to the lender, be submitted to the Disputes Committee in writing or in any other form to be determined by the Disputes Committee. A dispute exists if the complaint has not been resolved after complaint handling by the lender and/or via the mediation attempt on the part of BOVAG Mediation.
4. If the hirer submits a dispute to the Disputes Committee, the lender is bound to this choice. If the lender wishes to submit a dispute to the Dispute Committee, they must ask the hirer to state within five weeks whether they agrees to this. If they do so, the lender must state that after the expiry of the abovementioned term, they will deem themselves free to bring the dispute before a court.
5. The Disputes Committee will render its decision subject to the provisions of the regulations applicable to it. Decisions of the Disputes Committee are made under those regulations by way of a binding opinion. The regulations will be sent upon request. Handling of a dispute is subject to a fee.
6. The court or the Disputes Committee referred to above has exclusive jurisdiction to adjudicate disputes.

Article 19 - Compliance guarantee
1. BOVAG guarantees compliance with the binding opinion by its members if the lender does not comply with the binding opinion, unless the member decides to submit the binding opinion to the court for assessment within two months of it being sent and the ruling in which the court declares the binding opinion non-binding has become final.
2. BOVAG's guarantee concerns a maximum amount of €1,000 to be paid out by BOVAG on assignment of the hirer's claim. For amounts in excess of €1,000 per dispute, BOVAG will pay the maximum amount of €1,000 to the hirer under the same conditions. For the excess, the hirer will be offered to assign their claim to BOVAG, after which BOVAG will demand payment thereof in court if necessary. In that case, BOVAG undertakes to transfer any funds collected to the hirer.
3. The guarantee as referred to in paragraph 2 does not apply if a court annuls the binding opinion. In the event of bankruptcy, suspension of payment or winding up of the lender, BOVAG will only pay out an amount up to €1,000 per dispute, and the guarantee only applies if the hirer has complied with the formal obligations to submit the dispute to the Vehicle Rental Disputes Committee before such a situation arises.

Article 20 - Processing of personal data of the hirer and of the driver
1. The personal data stated on the agreement is processed by the lender as controller within the meaning of the General Data Protection Regulation (GDPR or Dutch AVG) in a register of personal data. This processing allows the lender to comply with Article 14 of these conditions, perform the agreement, provide the hirer or driver with optimal service and up-to-date product information, and make the hirer or driver personalised offers.
2. The personal data may also be transferred to a bailiff in case the vehicle is filled up without payment. The rental car may be provided with a car tracking & tracing system that allows the lender to follow the vehicle remotely and collect and store all relevant data of its vehicle, including the manner in which the vehicle was used and driven. The lender could make copies of identity documents. The hirer and the driver may apply to BOVAG for their rights under the GDPR.
3. The data referred to in the first paragraph may also be included in the Elena warning system. Besides the lender, BOVAG, PO Box 1100, 3980 DC, Bunnik, is responsible for the processing of this data in the Elena warning system. For a complete overview of relevant conduct, see www.bovag.nl/elena. The aforementioned persons may apply to BOVAG for their rights under the GDPR.

Article 21 - Applicable law
This agreement is governed by Dutch law, unless the law of another country applies under mandatory law.

SHARED CAR APPENDIX
As of 1/2/2021, an appendix for the 'general terms and conditions for rental and shared car companies' has been created under SER CZ, intended for the rental of a shared car.
The rental of a shared car is agreed remotely or outside the sales area within the meaning of Art. 4 of the general terms and conditions for rental and shared car companies. The set of 'general terms and conditions plus shared car appendix' is therefore only made available digitally. The shared car version is available at www.bovag.nl/voorwaarden.

The most recent version of these terms and conditions was dated October 2024 (version with amended WIK letter provision). This new WIK letter provision gave the hirer (compared to the 2021 version) via new Art 8(7) a longer period to pay after the free payment reminder from the lender.
Two changes have been made as of April 2025: version April 2025 (amended paragraphs art 14)
- *Article 14 has capped costs and the article has been supplemented with the option to request a substantiation from the lender.*
- *Paragraph 2 of Article 14 amended (in view of the hirer's appeal period), so that the hirer has to pay damages under a government sanction not 'immediately' but 'as soon as possible'.*

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