

Rental Vehicle Terms and Conditions - Roadster4rent.ch

§ 1 Driving Authorization

The following persons are authorized to drive the rental vehicles: The renter who has completed and signed the rental agreement, is at least 21 years of age, and has held a Category B driving licence for at least three years. The driving licence must be valid for an unlimited period. The renter undertakes to use the rented vehicle exclusively for their own personal use. Driving by any third party is strictly prohibited. The renter may not use the vehicle to transport persons or goods for payment or sublet the rental vehicle to any third party. The transport of dangerous goods is prohibited.

§ 2 Vehicle Condition

The renter acknowledges that the rental vehicle is in good external condition, in proper working order, and free from any obvious damage. The renter undertakes to inspect the rental vehicle for any defects before driving and to record any such defects in the rental agreement. The renter shall be liable for any damage identified after the rental period that was not documented in writing before the start of the rental or that is not attributable to normal wear and tear. Any damage to the rental vehicle discovered after the rental period may also be invoiced subsequently if the condition of the vehicle at the time of handover has not changed.

§ 3 Return of the Vehicle

The renter undertakes to return the rental vehicle at the agreed time and at the rental location in perfect condition, together with all documents and accessories, and in a clean condition. Cleaning the vehicle with a high-pressure washer is prohibited. The vehicle is handed over with a full tank of fuel and must also be returned with a full tank by the renter. If the agreed return time is exceeded, a surcharge of CHF 1,000 will be charged. If the renter fails to return the rental vehicle at the agreed time, the vehicle will be collected by the rental company at the renter's expense.

§ 4 Use of the Vehicle

The rental vehicle must be serviced and maintained in accordance with the instructions provided by the rental company. The driver must continuously monitor the vehicle's instruments and drive with due care and caution. Off-road driving and racing are prohibited. The rental vehicles are equipped with a tracking system and may only be driven within Switzerland. Any costs arising from non-compliance with these regulations shall be borne by the renter. No vehicle parts may be installed, removed, or modified. In the event of damage to or tampering with any seals or markings on the speedometer drive, the renter irrevocably undertakes to pay CHF 10,000. The rental company reserves the right to immobilize the vehicle and terminate the rental agreement in the event of violations during the rental period. No costs for the renter's return journey will be reimbursed.

§ 5 Repairs

Breakdowns, repairs, and maintenance work may only be carried out after consultation with the rental company. If the renter arranges for such work to be carried out by a third party, the renter shall bear the costs themselves. The renter may not claim reimbursement for fuel, cleaning, towing, or replacement vehicle costs. Repairs arranged by the rental company and carried out by third parties will be reimbursed upon presentation of the relevant receipts and the replaced parts.

§ 6 Damage and Accidents

Accidents, injuries, fatalities, fire, theft, and any other damage or loss must be reported to the rental company immediately. In the event of damage caused by the renter, the applicable excess of CHF 1,500 shall be borne by the renter. In the event of a claim or accident, an official accident report must always be completed and signed by a neutral witness. The renter is obliged to assist the rental company and the insurance company in any legal investigations and proceedings. The renter must not make any admission of liability.

§ 7 Consequential Damages and Loss of Rental Income

In the event of accidents or damage caused by the renter as a result of breaches of the rental agreement, the renter shall be liable to the rental company for all costs of repairing the rental vehicle, consequential damages, and loss of rental income. If the rental vehicle cannot be rented or used for its intended purpose temporarily due to an incident caused or partly caused by the renter, the renter shall owe the rental company a flat-rate compensation for loss of use of CHF 250 per calendar day for the duration of the loss of use. The loss-of-use period shall be deemed to be the period during which the vehicle is unavailable for rental, in particular due to damage assessment, inspection, repairs, technical restoration, bodywork or paintwork, procurement of spare parts, towing, transportation, or restoration of roadworthiness and operational safety. The loss-of-use period begins on the first calendar day on which the vehicle is no longer rentable or operational as a result of the damage and ends on the calendar day on which, following completion of the necessary restoration work, it is once again fully available for rental. Existing reservations and any additional demonstrable damages remain reserved. The rental company shall accept no liability for damages caused by the renter themselves. Verbal agreements shall be invalid. Any ownership rights of the renter in the rental vehicle are excluded.

§ 8 Personal Injury

Roadster4rent accepts no liability for personal injury or bodily harm.

§ 9 Insurance

The rental vehicle is covered by third-party liability insurance and comprehensive insurance. The driver and passenger must arrange personal accident insurance privately. In the event of violations of applicable traffic regulations by the renter, the rental company shall accept no liability whatsoever. The same applies to damage caused by the driver's negligence or carelessness. The rental company shall not be liable in any way for goods transported in the rental vehicle. Insurance against damage to or loss of transported goods shall be the renter's responsibility.

§ 10 Liability

The renter shall be responsible for all consequences arising from violations of the applicable road traffic laws or other legal regulations in connection with the rental vehicle. In such cases, the renter shall be liable to the rental company for all fees, costs, and damages arising from official measures and from the defence against such measures. The rental company shall be entitled, upon request, to disclose the identity of the renter and the driver to the competent authorities.

§ 11 Traffic Violations

In the event of traffic violations committed by the renter or by any person authorized by the renter while using the vehicle, the rental company shall be entitled to charge a flat-rate administrative fee of CHF 50.

§ 12 Animals

Animals are not permitted in the vehicle. A flat-rate cleaning fee of CHF 500 will be charged in the event of a violation.

Swiss law shall apply. The place of jurisdiction shall be Zug, Switzerland. By completing the booking and making payment, you agree to our General Terms and Conditions (GTC).

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