



AMBER
DRIVE

READY TO RENT

Terms & conditions

TIPS FOR A SMOOTH RENTAL PROCESS:

BEFORE



Before driving away, make sure to examine your vehicle for any pre-existing damages and cross-check if they are mentioned in your rental agreement. If you discover any unlisted damages, notify an Amber Drive employee promptly so that they can document them.

DURING



Return the vehicle with a full tank of fuel.

The contract specifies the rate of **€3.00 / litre** that you will be charged if you fail to refill the fuel tank.



Please don't smoke in the vehicle.

AFTER



Inspect the boot, glove box, center console, and under the seats for any personal belongings, before returning the vehicle.



The fuel, mileage, and any damages will be recorded by an Amber Drive employee.

If you have any questions:



- please call + 43 664 188 9907



- or write to us at info@amberdrive.eu

1. CONTRACT OVERVIEW

- 1.1.** This Vehicle Rental Agreement ("Agreements") is made between Amber Drive GmbH, a company registered in Germany, and the Renter (natural or legal person) as specified in the Special Terms.
- 1.2.** By signing this Agreement, the Renter acknowledges acceptance of all terms herein. If anything is unclear, the Renter must seek clarification before signing.
- 1.3.** Amber Drive GmbH either owns or brokers the rental vehicle as specified in the Special Terms. In brokerage cases, Amber Drive GmbH acts as an intermediary, and the terms herein govern the client relationship.

2. VEHICLE RENTAL TERMS

- 2.1.** The Lessor agrees to deliver a roadworthy, insured vehicle to the Renter for the duration set in the Special Terms.
- 2.2.** The vehicle includes compulsory third party insurance. Comprehensive (kasko) insurance is included with specified deductibles.
- 2.3.** Rental fees must be paid in full before the rental period begins. A security deposit is required and will be refunded subject to vehicle return condition.
- 2.4.** If the Renter fails to return the vehicle on time, an additional full-day charge will apply for each delayed day beyond the 1 hour grace period.
- 2.5.** The number of kilometres included in the rental is stated in the Special Terms. Any additional kilometres driven beyond this limit will be charged at the rate specified in the Special Terms.
- 2.6.** The Renter authorises Amber Drive GmbH to deduct from the card on file, and/or from the security deposit, any amounts due for damages, missing fuel, additional kilometres, late return, fines (including speeding or parking), administrative fees, or any other charges incurred under this Agreement.

3. VEHICLE DELIVERY & RETURN

- 3.1.** Vehicles are delivered clean and with a full tank. They must be returned in similar condition.
- 3.2.** Missing fuel will be charged at EUR 3.00/litre. Additional cleaning (eg. for smoking, pet transport) will incur charges.
- 3.3.** Vehicle delivery and collection within designated city zones is included, other locations incur a mileage-based fee.

4. DRIVER ELIGIBILITY & VEHICLE USE

- 4.1.** Minimum driver age: 21. Driver must hold a valid driver's licence recognised by EU/Schengen, for at least 1 year.
- 4.2.** Only persons named in the contract may drive the vehicle.

4.3. Prohibited uses include:

- Off-road driving or on unsuitable roads
- Use under influence of alcohol/drugs (0.04% BAC limit)
- Use for racing, towing, commercial transport, or illegal activity
- Smoking in the vehicle

5. RENTER OBLIGATIONS & LIABILITY

5.1. The Renter is responsible for:

- Using the correct fuel and fluids
- Safeguarding the vehicle from theft or damage
- Reporting faults, accidents, or theft immediately
- Safeguarding the vehicle from theft or damage
- Reporting faults, accidents, or theft immediately

5.2. Damages due to misuse, negligence, or breach of contract terms may void insurance coverage and lead to full liability.

5.3. Penalty examples:

- Smoking in vehicle:€350
- Allowing unauthorized driver:€300
- Fuel mistill:€1.000
- Reckless driving:€1.500
- Failure to report accident:€1.000
- Driving under the influence of alcohol or drugs: €5,000 penalty + full liability + immediate termination of rental agreement

6. INSURANCE & DEDUCTIBLES

6.1. Basic insurance is included. The Renter's deductible (excess) amount in case of damage or theft is specified in the Special Terms of the Agreement.

6.2. The Vehicle is covered by Basic insurance, with the deductible equivalent to the security deposit paid by the Renter. The Renter's liability cannot exceed the deposit, except in cases of legal violations or reckless driving

6.3. The Renter's financial responsibility for damage, theft, or any other incident involving the Vehicle is limited to the amount of the security deposit.

6.4. Breaching this Agreement may increase the deductible or void coverage.

6.5. The Renter shall be liable for:

- All damage to the vehicle, its parts, and any company or third-party property
- Costs related to repair, transport, storage, and admin
- Damage processing and debt recovery costs
- Reputation, brand, and goodwill damage
- Indirect losses such as lost income or downtime

7. ACCIDENTS, THEFT & BREAKDOWNS

7.1. In case of accident:

- Notify police and Amber Drive immediately
- Complete accident form and gather witness info

7.2. In case of breakdown or warning lights:

- Stop use and contact Amber Drive
- Follow instructions

8. PAYMENT, CANCELLATION & REFUND POLICY

8.1. Cancellation Policy:

Days Before Service Start	Penalty (%)
30 days or more	20%
29 days or less	30%
14 days or less	40%
7 days or less	60%
3 days or less	100%
No show or failure to provide valid documentation or card	100%

8.2. No refunds for early returns or client-side cancellations during the rental period.

9. DATA USE & PRIVACY

9.1. Amber Drive GmbH complies with GDPR. Client data is used for contract performance, security, and legal obligations.

10. DISPUTE RESOLUTION

10.1. Disputes shall first be resolved amicably. Failing resolution, disputes fall under the jurisdiction of German courts.

11. OTHER PROVISIONS

11.1. Only written amendments signed by both parties are valid.

11.2. If a clause becomes invalid, the remainder of the contract remains in force.

12. PAYMENT AND PAYMENT PROCESSING

12.1. The Lessor, Amber Drive GmbH, may request that payments be made to a third-party company affiliated with its business operations.

12.2. The Renter agrees to make payments to such designated third-party account(s) as instructed by Amber Drive GmbH, and acknowledges that payment to such entity constitutes full and valid payment for the purposes of this rental agreement.

12.3. All payment instructions, including bank account details, shall be provided in writing by Amber Drive GmbH prior to the commencement of the rental period.

By signing this contract, the Renter agrees to all the terms above.