

Latest update on Thursday, July 23, 2020

General terms and conditions
to all rental contract with Live Your Life Sàrl-s

I. Contractual parties

The General terms and conditions defined here below apply to all Car rental contracts (referred as Rental contract) signed between Live Your Life Sàrl-s (or the Company) and the Client. The Client is the person who signs the Rental contract. Both Live Your Life Sàrl-s and the Client agrees to having read, understood and agreed to these General terms and conditions by signing the Rental contract or by making an online booking via the Brumbrum website.

The Rental contract stipulates the agreed Car rental terms together with this General terms and conditions between the two parties.

The Car is the vehicle rented out by Live Your Live Sàrl-s to the Client. The Rental period is the entire duration of the Car rental (from a date and hour to a date and hour) defined in the Rental contract. The start of the Rental period is also referred to as Pick-up and the end of the Rental period is also referred to as Return of the Car or Drop-off.

The Client must present a valid identity Card or passport as well as a valid driving license at the moment of picking up the Car. The first driving license must be at least 2 years old. If the Client doesn't possess these documents at the moment of picking up the Car, the Company has the right to withdraw from the Rental contract or refuse to enter into the Rental contract and the Car will not be rented out to Client. The Client isn't to claim any compensation.

The Client must be older than 24 years, otherwise the Company has the right to refuse to enter into the Rental contract or has the right to withdraw from it if already in place ie. via online booking on the Brumbrum website. The Company may enter into the Rental contract with a Client under the age 24 – in return for an extra risk premium, amount of which is defined in the Rental contract -, however the Company reserves the right no to do so and thus without any further obligation. The Client isn't to claim any compensation.

Live Your Life Sàrl-s reserves the right to withdraw from the Rental contract or not sign a Rental contract with a Client at all if the Client appears to be under influence of drugs, alcohol or seems psychologically disturbed or shows any other sign of being in a state of 'non compos mentis' as well as if displaying behaviors such as being rude, unpolite, unrespectful, suspicious, uncooperative, odd, impatient or aggressive in any way when picking up the Car or when contacting Brumbrum for inquiries and questions before renting a Brumbrum Car.

II. Responsibilities of Live Your Life Sàrl-s (referred as Company)

1. Live Your Life Sàrl-s rents Cars that are technically and legally compliant to requirements of SNCA Grand Duché Luxembourg at all times.

2. The Company ensures that all technical exams obliged by the regulatory authority as well as all service and maintenance work recommended by the Car manufacturer are Carried out in due course.

3. The Cars of Live Your Life Sàrl-s are rented out with Casco insurance coverage including liability towards 3rd parties. However, the Client has an own participation to be paid should any damage happen caused or not caused by the Client, or should the Car be stolen. The amount of guarantee is set each time in the Rental contract and is to be paid as a deposit (referred as Deposit) by the Client upon picking up the Car.

4. The Company hands over to the Client a Car that is clean and is in the state defined in the section 'Car condition at Pick-up' of the Rental contract. The Company controls the tyres' pressure and verifies that the breaks work before each rental.

5. The Company hands over to the Client all legally required Car and travel documents which are: Car registration document, Lalux and ACL insurance documents, Luxembourgish road tax certificate, European accident statement, the Rental contract and this General terms and conditions. The Car is equipped by a Safety triangle, an Emergency kit and by as many Safety t-shirts as the number of passangers reported by the Client at the time of the Rental.

6. The Company hands over the invoice to the Client at the moment of the payment. If the payment is done via online booking through the Brumbrum website, the invoice is sent in E-mail unless the Client requires the invoice to be sent per post for which the Client is to bear the costs.

7. The Company hands over the Car to the Client with full tank or otherwise with a minimum of half tank.

III. Responsibilities of the Client

1. The Client agrees to use the Car exclusively for its intended purpose, meaning what a Car is generally and reasonably meant for, that is being mobile by driving from one place to another. The Client is liable to handle and use the Car as it was their own Car, ie with best Care, good faith and intention for the entire Rental period set in the Rental contract.

2.The Client must regularly verify that the Car is in a technically safe condition for driving. For any doubt, the Client must immediately contact the Company. For any dubious sign, sound or alert given by the Car, the Client must park the Car as soon as possible at the first safe parking spot and call the Company for assistance.

3.The Client must pay a Rental fee in return for using the Car. The Rental fee is due at the moment of the Pick-up of the Car or for online reservations via the Brumbrum website at the moment of the completion of the booking. If the Client doesn't pay the Rental fee, the Rental contract does not come into effect. The reservation can be cancelled 8 hours before its start for free. After that deadline, only 50 % of the Rental fee can be claimed back by the Client. If the Client doesn't Pick-up the Car 1 hour after the agreed Rental date and hour, the Rental fee is due entirely and can not be claimed back anymore.

The Client may pay for both the Rental fee and the Deposit by cash, credit or debit Card. In case of payment by credit Card, it must be valid until one week after the end of the Rental period.

4.The Client is to pay a Deposit in order to cover their own contribution defined in the article II.3 of this General terms and conditions as well as to meet any other obligations for compensation towards the Company defined in articles III.6.,8.,9.,10.,12.,13.,15.,16.,18.,19., and IV.4. The exact amount of the Deposit is defined in the Rental contract.

5.An agreed waiver of the Deposit – against a down payment – transfers risk described in article II.3 of the General terms and conditions from the Client to the Company. Any other liabilities of the Client stipulated in the Rental contract and in this General terms and conditions, especially in articles III.6.,8.,9.,10.,12.,13.,15.,16.,18.,19., and IV.4. are not freed up by the waiver of the Deposit and the Client remains entirely and financially liable.

6.The Client must give back the Car with all documents and accessories listed in article II.5. including other accessories like child seat(s), iphone cable, snow chain etc and in the same condition as they were at the time of the Pick-up. A failure to do so results in the Client having to pay for the replacement or repair of those. The Client must give back the Car in a clean state corresponding to a normal usage. If the Car is unreasonably dirty inside or outside (mud on the tyres, sand inside etc) at Return, the Client is to pay a minimum of 80 EUR for the cleaning. For stains that are not removable from the Car with normal cleaning, the Client is to cover any additional professional cleaning cost.

7.The Client must not allow anyone else to drive the Car unless it is specified differently in the Rental contract. The same conditions - set in article I. - apply for any agreed additional driver specified in the Rental contract.

8. If the Client drives more km than stipulated in the Rental contract, they are to pay an additional charge per kilometer of excess, the amount of which is defined in the Rental contract. The Client must inform the Company about the intention to drive extra kilometers (as well as about the foreseen or estimated amount of it) at the moment of signing the Rental contract. The additional kilometer fee will be included into the Rental fee upfront. Any additional km that was not included into the Rental contract upfront must be paid for upon returning the Car.

9.The Client is liable for any speeding and parking fine or any other violation of the traffic rules (ie. parking for example at a handicap parking as a result of which the Car would be confiscated until a ransom is paid). The Client must inform the Company as soon as possible about any such incident but latest at the time of the Drop-off.

10.The Client has to give back the Car at the in the Rental contract agreed date and time and at the agreed address. Should there be a delay in the Drop-off compared to what is written in the Rental contract, the Client must pay 5 EUR for each delayed hour. Should the Client drop off the Car at a different location than agreed in the contract, they must pay for the transportation costs of the Car to the Drop-off location agreed in the contract. The duration of the Rental period can only be prolonged with prior and written agreement of the Company and only if the Car is still available for the desired period.

11.It is strictly forbidden to make Car racing, drifting, any type of Car competition or rally activities with the Car. The Client must not rent the Car to anyone else. The Car must not be used as taxi or for the purpose of other professional personal transportation. The Car must not be used to transport dangerous or inflammable products. The Car must not be used for Car feature tests. The Client is entirely liable for any personal or material damage resulting from above listed or any other inappropriate use of the Car and it is considered as a serious breach of the Rental contract.

12.It is forbidden to smoke in the Car. If the Client smokes in the Car, they are obliged to pay 150 EUR as a compensation to the Company as well as the Client is liable for all expenses that come up in relation with removing the smell from the Car.

13. It is strictly forbidden to the Client to consume any alcohol, drugs or medication that influence the driving ability when and 8 hours before driving the Car. If the Client consumed any of those or any other substance having a similar effect and there is an accident or damage to the Car, the Client is liable for all expenses, damages and claims of the Company and of 3rd parties to the entire extent of the costs. This includes also all damages that would have been covered by insurance and applies to both personal or material damage.

14.The Client is allowed to drive the Car in the EU countries as well as Switzerland, Monaco, the Vatikan, San Marino and Andorra.

15.The Client is to give back the Car with the same fuel level as at the Pick-up of the Car ie. if the tank was full, it has to be given back full, if the tank was half, it has to be given back half.

16.The Client is liable for any damage caused by filling the Car with a different fuel / liquid than that of suitable for the Car. In other words, a petrol Car have to be filled up with petrol and a Diesel Car with Diesel oil. Exchanging different fuels by mistake results in serious damage / total break-down of the Car. The type of fuel suitable for the Car is written on the Rental contract.

17.The Client must not undertake any repair on the Car by themselves and must not take the Car for repair to a garage or service without prior and written agreement of the Company.

18. Any financial obligation of the Client arisen from the Rental contract and this General terms and conditions – and not yet settled at the moment of the Pick-up – must be settled at the Drop-off of the Car at the latest. If this condition is not met, the late settlement of any obligation is charged with late payment interest.

19. Many EU countries apply road taxes and tolls on motorways or special roads. It is the Client's liability to pay for such taxes and tolls and the Company declines any liability for the non-payment of those by the Client. Any notifications from foreign authorities on this regard will be forwarded to the Client and the foreign authority will also be informed.

IV. Accident or break-down

1. In case of any accident, technical breakdown or any other damage to the Car like theft, fire, robbery, collision with an animal etc., if the Client is conscious and in a good enough health, the Client must immediately contact (1) the police/ambulance, (2) the Company and (3) any other applicable authority. This is independently whether the Client caused the accident or not. The Client must inform the Company as soon as possible and with no delay about any of such incidents or similar under +352 621 436 501 or under contact@liveyourlife.lu or contact@brumbrum.lu

2. If any incident described in IV.1. happens, and if the Client is conscious and in good enough health, the Client must not abandon the Car until a tow truck and/or police arrives to the scene and the Car's safety is ensured and the Client must inform the Company about the situation without any delay.

3. In case of an accident, the Client must fill in the 'European accident statement' template properly and in a decent way together with the driver of the other Car(s) involved in the accident or with the police. The European accident statement template is handed out to the Client at the moment of the Pick-up of the Car in three languages (EN, DE, FR).

4. If the Car key is lost or damaged (because of sand, water etc.), the Client is to pay for the full cost of its replacement and programming.

V. Litigation

1. Any litigation about the execution of the Rental contract and its General terms and conditions comes under the laws and jurisdiction of Luxembourg.

VI. Validity

The present version of the General terms and conditions came into effect on 23rd July 2020 and remains valid until its revoking or until a new version is put in place.