

Vico Secondo Mannironi 10  
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For any information  
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## RENTAL AGREEMENT

### Contract Subjects

LESSOR : Ditta Schirru Luca

CUSTOMER/RENTER: Name \_\_\_\_\_ Surname \_\_\_\_\_

Born in \_\_\_\_\_ on \_\_\_\_\_ Resident in \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_

DOCUMENT:

- Identity Card/Passaport N° \_\_\_\_\_ Issued by \_\_\_\_\_  
on \_\_\_\_\_ Expire on \_\_\_\_\_
- Driver License N° \_\_\_\_\_ Issued by \_\_\_\_\_  
on \_\_\_\_\_ Expire on \_\_\_\_\_

### Object of the Contract

VEHICLE RENTED: \_\_\_\_\_ plate \_\_\_\_\_

RENTAL PERIOD: Check-In \_\_\_\_\_ Check-Out \_\_\_\_\_

EXTRAS REQUEST:

- |   |  |  |   |
|---|--|--|---|
| <input type="checkbox"/> Hammock - € 8,00 x n° _____      | <input type="checkbox"/> Chemical WC € 30,00                     | <input type="checkbox"/> Tent 2" € 30,00       | <input type="checkbox"/> Camping lantern €15,00 |
| <input type="checkbox"/> Folding table + 4 stools € 15,00 | <input type="checkbox"/> Child car seat € 20,00                  | <input type="checkbox"/> Beach towel €10,00    | <input type="checkbox"/> Sup €40,00 a week      |
| <input type="checkbox"/> Folding chair € 10,00 x n° _____ | <input type="checkbox"/> Sleeping bag € 10,00 x n° _____         | <input type="checkbox"/> Kit snorkeling € 8,00 |   |
| <input type="checkbox"/> Folding BBQ € 15,00              | <input type="checkbox"/> Foldable bike (*) € 10,00 x n°day _____ | <input type="checkbox"/> Beach Umbrella € 5,00 | (*) availability is not guaranteed              |

Damage report (Check-IN)	Damage report (Check-OUT)	General Report
<input type="checkbox"/> Headquarters of Bari Sardo <input type="checkbox"/> Via Tirso 37, Tortoli (Europcar Office)	<input type="checkbox"/> Sede principale di Bari Sardo <input type="checkbox"/> Via Tirso 37, Tortoli (Europcar Office)	FUEL (OUT): _____% FUEL (IN): _____% KM (OUT): _____ KM (IN): _____ KM coursed _____  DEPOSIT OF €1000,00: <input type="checkbox"/> Cash <input type="checkbox"/> Bank transfer  DELIVERY CHARGES: <input type="checkbox"/> Extra € _____ <input type="checkbox"/> Return delay € _____ <input type="checkbox"/> Penalty fro not emptying tanks + chimical wc + fridge cabinets € _____ <input type="checkbox"/> Other € _____ Total Amount € _____ NOTE: _____ _____ _____
CUSTOMER SIGNATURE _____	CUSTOMER SIGNATURE _____	
LESSER SIGNATURE _____	LESSER SIGNATURE _____	

I declare that I have received appropriate information in relation to the use of my personal data and in particular I agree that my personal data will be processed and communicated for uses aimed at performing the requested service.

CUSTOMER SIGNATURE \_\_\_\_\_

General Conditions Approval (CGC) \_ The provisions of the clauses of the art. Are specifically approved pursuant to and for the purposes of Art. 1341 and 1342 of the Civil Code 1,2,3,4,5,6,7,8,9,10 of the general rental conditions.

CUSTOMER SIGNATURE \_\_\_\_\_



## Art. 1 - Validity, contractual content, applicable law

1.1 The General Terms and Conditions (GTC) of the Company Schirru Luca, (hereinafter referred to as "landlord") reported below will be valid exclusively. Any conditions of the tenant in contrast with or in any case different from the CGC will not be recognized. The terms and conditions of the lessor will also be valid in those cases in which the lessor leases the camper to the lessee without reservation, although he is aware of the conditions of the lessee conflicting with or differing from the present CGC.

## Art. 2 - Object of the contract

2.1 With this rental contract the lessor leases the camper vehicle for the agreed period and with the plate indicated in the heading (booking form) and further on better described under the conditions specified below. The subject of the contract is exclusively the transfer of the camper by way of rental without driver. The lessee will not be required to provide travel services, and in particular will not be required to provide travel service packages. The vehicle made available is intended exclusively for private and personal use as a vehicle for tourism and leisure.

2.2 It helps to identify the subject of the contract and forms an integral part of the booking form. In this form are identified: the essential characteristics of the hired vehicle (these are vehicles used and with a life of about 30 years); the duration of the rental (the start date and the end date) and the date by which the contract must be concluded; the persons authorized to drive the vehicle; the commercial offer made public by the landlord where the consideration is analytically indicated, including tax charges, travel expenses, insurance charges and any other cost, in addition to the security deposit to be paid.

2.3 The execution of the contract is documented by the delivery and redelivery contract form. The delivery report identifies the vehicle covered by this contract through its registration number and certifies the date and time from which the lessee assumes custody. Furthermore, at the time of delivery photos of the vehicle are taken to document the presence of damage if the delivery is pre-existing. The redelivery record attests the date and time from which the tenant's obligation assumed with the contract ceases for the lessee, as well as the control of the vehicle to verify the presence of new damages.

All documents must be signed by both parties and must be written in at least two originals, one of which must be delivered to the tenant customer.

2.4 The landlord cannot be held responsible in any way for any improper use of the vehicle or for the resulting damage. It is absolutely forbidden to use the vehicle for the transport of easily flammable, toxic or otherwise dangerous substances; for crimes of customs or other kinds, even if punishable only according to the law of the place of the crime; for the transport of people for commercial purposes; any different use beyond the contractually agreed use, in particular on land not provided for the purpose. It is explicitly forbidden for the lessee to sublet the vehicle or to lease it to third parties.

2.5 The lessee has the camper and uses it "with the diligence of a good family man" according to his destination and respecting the normal conditions of use.

In particular, the lessee undertakes to take all necessary precautions for use, to strictly observe the rules of the Highway Code or the laws in force.

The lessee is prohibited from using the camper:

- ▶ To participate in motorized sports events, test drives and driving schools;
- ▶ To transport goods or people in exchange for remuneration;
- ▶ To tow, tow or move another vehicle in any way;
- ▶ Overload the vehicle with a number of people / load to exceed the value and requirements indicated by the manufacturer;
- ▶ To transport flammable, explosive, toxic or dangerous materials;
- ▶ To commit crimes, crimes or other infringements.

## Art. 3 - Minimum age, authorized tenant

3.1 The driver of the vehicle certifies that he is in possession of a valid driving license of category B. The aforementioned driving license must have been obtained for at least three (3) years. The camper can only be driven by the driver declared on the contract. The lessee assumes his personal and contractual responsibility upon signing the aforementioned contract. It is therefore responsible for the damage caused by the vehicle for which it is used, the direction and control at the time of damage to the vehicle and all the accessories supplied.

3.2 For drivers with driving licenses issued by non-EU countries, an International Driving License is required.

3.3 If at the time of collection of the rented vehicle it was not possible to present the license required, the camper will be considered not withdrawn.

3.4 The vehicle can only be driven by the lessee indicated at the time of the rental agreement with a driving license.

3.5 The lessor is obliged to keep a record of the names and addresses of all drivers to whom he or she entrusts the vehicle, even if only temporarily. The lessee will be personally responsible for the actions of the driver to whom he has entrusted the vehicle.

## Art. 4 - Calculation of the fee

4.1 The rental prices result from the lessor's price list valid at the time the contract is stipulated, even for any minimum rental durations in certain seasonal periods. The prices indicated on the price list in force present on the online platform from which the rental was requested are valid. Payment already provided at the time of collection. Rates do not include the costs of: fuel, extras on request, fines and fines for violations of the highway code. Extra services-accessories must be communicated to the landlord in advance and paid for before the vehicle is collected.

4.2 The rental prices include: unlimited mileage, R.C.A. against third parties and roadside assistance 24h/24 and 7/7 days, gas bottle, bed kit with sheets and towels, kitchen kit with dishes, dishes and accessories, first aid kit.

4.3 The duration of the rental starts from the moment of pick-up of the camper by the hirer at the pick-up / hire point and ends at the time of the return of the camper by Schirru Luca at the pick-up / hire point. Pick-up / hire points must be specified by the lessee at least one week before pick-up of the vehicle, and will be indicated in the contract sheet.

4.4 Except for a written agreement by the owner, any delay on the return of the vehicle by the tenant of more than 1 hour is charged according to the following principle: up to an hour late, the owner has the right to request the tenant to pay € 30,00. Beyond the time of delay, the owner has the right to ask the lessee for an additional day (the rates applied to the reservation are valid). The additional period corresponds to an additional day to that agreed on the contract according to the normal tariff, increased by one hundred percent (100%), ie two days of rental.

4.5 In case of return of the vehicle before the expiry of the agreed rental period, the lessor is not obliged to reimburse the lessee for the amount equal to the days of inactivity of the vehicle, since the vehicle cannot be rented otherwise.

4.6 The lessee is only free from his contractual responsibility upon return of the vehicle, the attached documents and the keys to the owner, provided that:

- ▶ No penalty due to an infringement occurred during the rental is received by the owner;
  - ▶ No damage inside and / or outside the vehicle is detected and reported on the appropriate redelivery inspection form.
- Otherwise, the lessee remains committed to the owner and must comply with the terms of the contract until the dispute is resolved.

## Art. 5 - Payment of the fee

5.1 At the time of online booking, the advance payment of 30% of the rental amount to be made by bank transfer, Pay-Pal or prepaid card payment is required. When the vehicle is picked up, payment of the balance is required, equal to 70% of the rental amount. Payment can be made by bank transfer, Pay-Pal, prepaid card payment or cash on delivery at the time of collection. The final balance must be paid to the landlord in the event of a transaction by bank transfer no later than 7 days before the start of the rental, on the same day of the withdrawal in the event of payment in cash or prepaid.

5.2 The deposit of € 1000.00 (one thousand/ 00), must be deposited at the landlord, without charge, no later than the time of collection of the vehicle and can be made on the day of collection of the vehicle with payment in cash, within and no later than 7 days before withdrawal by bank transfer.

5.3 The deposit will be returned 7 days after the return of the vehicle from the lessor to the lessee with the previously agreed payment method, after verification of the damage and integrity of the vehicle, subject to regular return of the vehicle and after the final counting of the rental contract. The compensation due, in addition to the deposit paid by the tenant, will be offset against the deposit upon return of the vehicle.

5.4 It remains the possibility for the customer to pay on request all the balance of the rental and the deposit by bank transfer in advance of the date of collection of the vehicle (at least 7 days before). In this case the refund of the security deposit will take place within 7 days from the return of the vehicle after the rental.

## Art. 6 - Security deposit and Deductible.

6.1 The renting customer undertakes to pay a deposit of € 1000.00 at the time of picking up the vehicle to guarantee the return of the vehicle in good condition. The deposit can be sent in the form of a check, bank transfer, cash, or any other means of payment previously agreed between the lessee and the owner (see 5.2 and following). If the deposit is not delivered on the day of departure, the owner has the right to refuse delivery of the vehicle and thereby cancel the aforementioned contract. The lessee will not get any refund. If the vehicle has no anomaly, the owner can keep the security deposit for a maximum of 7 days. If the vehicle has one or more anomalies (e) the owner has the right to withhold the deposit until he knows the exact amount of the necessary repairs. The deposit compensates the owner for any damage caused by the tenant inside the vehicle.

6.2 The lessor undertakes to return the deposit within 7 days of the return of the vehicle, subject to the existence of damages.

6.3 The value of the deductible (maximum amount for which the customer is responsible for the vehicle in the event of an accident) is € 4000,00.

## Art. 7 - Delivery of the vehicle

7.1 The withdrawal and delivery of the vehicle will take place at the head office in Vico Secondo Mannironi N. 10 in Bari Sardo (NU). Except for situations in which, subject to agreements, it will take place in other locations as specified in the contract sheet (Europcar Office of Tortoli, ARST Station of Nuoro or Cagliari Airport).

7.2 On delivery of the vehicle the parties will sign the delivery report (contract sheet) after having ascertained that the vehicle is in good condition of use.

7.3 The lessor delivers the vehicle in the correct running order, complete with all the furnishings and internal furniture, accessories and necessary appliances; these must comply with the class, category and level of the vehicle, also according to its construction characteristics. The landlord also delivers all the legal documentation, which the tenant customer can view before signing the delivery report.

7.4 The customer must systematically check the level of the fluids and have them topped up. Incorrect use of the vehicle and any damage caused to it is the responsibility of the driver.

7.5 The lessee customer must demonstrate by the time of delivery of the vehicle at the latest that they have all the authorizations and possess all the conditions required by law to be able to drive the vehicle and sign all the necessary documents, connected and consequent to the rental and operation.

7.6 The lessor must obligatorily supply the vehicle fed with the withdrawal with the fuel tank 100% full (100%). Likewise, the lessee must return the camper with the fuel tank 100% full (100%). In the event that the renter realizes that the fuel tank is not 100% full (100%) at the time of collection, he must return the camper with the tank to the same level of fuel as when he picked it up.

7.7 The return of the vehicle used must be done in a well-lit place in order to correctly carry out the return inspection, checking the vehicle's condition in the best possible conditions. The "return" inspection must be carried out by the same person who performed the "departure" inspection. In the event of delay in delivery due to the tenant's fault, the costs arising will be borne by the lessee: 10 € per every hour of delay.

7.8 Deliveries of vehicles will take place from 14:00 to 20:00, returns in the morning, from 8:00 to 10:00. The times indicated in the rental agreement are valid as agreed. The day of delivery and return will be counted as a whole day, provided that the total limit of 24 hours is not exceeded or is exceeded solely due to the fault of the landlord.

7.9 In case of loss or damage of the keys and documents of the vehicle (or the car number plate) the customer will have to reimburse an amount equal to € 300.00.

7.10 Equipment: the lessee is responsible for all standard tools and items, as well as extra equipment. He is obliged to return them in the state in which they were at the time of delivery. So the kitchen sets and cutlery must be returned washed and stored as at the time of delivery, the cabin must also be cleaned of any waste or emptied of personal items. In the event of poor cleaning conditions, the customer will have to pay an amount of € 20.00.

7.11 Before returning the camper, make sure you have completely emptied the chemical water tank of the dark toilet, and the gray water tank of the sink (you will be told how to empty them when you pick up the vehicle). been emptied, a penalty of fifty € 50.00 will be applied.

RESPECT THE ENVIRONMENT, USE THE SPECIFIC AREAS FOR DRAINING THE TANKS WITH THE APPROPRIATE SIGN

#### **Art. 8 - Accident, breakdown, theft and loss of the vehicle.**

8.1 In case of breakdown, accident, theft or loss of the vehicle, the lessee customer must immediately notify the landlord of the event, and in any case no later than 1 hour after the event.

8.2 In any case, at the end of his trip or, at the latest, when returning the vehicle, the tenant customer must provide the lessor with exhaustive documentation, also for tax and legal purposes, of what happened. The lessee must draw up a detailed written report for the landlord, even in the case of minimal damage, also presenting a sketch of the accident. Should the lessee for any reason omit the drafting of the report, and if for this reason the insurance should refuse the payment of the damage, the lessee will be required to be fully compensated for the damage.

8.3 In the event of mechanical breakdown and non-utilization of the vehicle, the lessee customer must immediately notify the event and the lessor will repair the vehicle with his trusted mechanic if possible, otherwise he will find a mechanic in the near the place where the vehicle stopped and organize roadside assistance.

8.4 The vehicle must not be driven off paved roads. If at the time of the breakdown, the vehicle is on a white and / or rough road, the cost of removing it, with the special tow truck, will be the sole responsibility of the driver. It is the customer's responsibility to bring the vehicle to a competent workshop, previously indicated by the insurance company or the landlord. A written agreement in the form of sending an electronic message ("email") or a written telephone message ("SMS or WHATSAPP") of the owner must be imperatively obtained by the lessee before authorizing the workshop to intervene on the vehicle. In the event that the owner gives his consent to carry out the repairs, the tenants can have the repairs carried out by the appointed professionals. The invoice, payable to the landlord, can be paid by the tenants, in case of impossibility, the landlord will make the payment through banking.

In the event of an accident or mechanical failure that immobilizes the camper, the tenants can leave the camper in the workshop, subject to agreements with the lessor, the latter is obliged to reimburse the lessee for the amount corresponding to the remaining days of rental. The lessor is under no obligation to reimburse other expenses to the lessee. At its discretion, the landlord can assist him in finding a suitable solution to continue his stay by verifying the availability of his means, in the event of his own vehicle not being available, the landlord undertakes to find another vehicle from another rental company. The price difference, if higher, will be charged to the customer. In the event that replacement vehicles are not available, the customer will be reimbursed for the remaining days and will have to find a solution to end his holidays.

A) In the event of an accident or mechanical failure that immobilizes the camper, the tenants can leave the camper in the workshop, subject to agreements with the lessor, the latter is obliged to reimburse the lessee for the amount corresponding to the remaining days of rental. The lessor is under no obligation to reimburse other expenses to the lessee. At its discretion, the landlord can assist him in finding a suitable solution to continue his stay by verifying the availability of his means, in the event of his own vehicle not being available, the landlord undertakes to find another vehicle from another rental company. The price difference, if higher, will be charged to the customer. In the event that replacement vehicles are not available, the customer will be reimbursed for the remaining days and will have to find a solution to end his holidays.

B) If the vehicle owner refuses the repair or if the mechanical failure immobilizes the camper for more than two (2) consecutive days, it will be the owner's responsibility to go and retrieve his vehicle in the workshop that has made the necessary repairs.

In the two (2) consecutive days in which the vehicle cannot be used due to repair, it will be the landlord's responsibility to find and pay for the accommodation to the tenant, subject to agreements on the cost and location of the same. If the lessee independently manages the search and payment of the accommodation for the two (2) days of non-use of the vehicle, the lessor is not required to reimburse any day of non-use of the vehicle to the lessee.

C) In the event of a mechanical accident resulting from incorrect use by the lessee, a third party or a fixed object where the lessee is considered responsible: the lessee is required to pay all necessary repairs and spare parts, in this case the lessor it is not required to repay any day of non-use of the vehicle to the lessee.

D) If the mechanical accident comes from normal and regular mechanical wear or from incorrect maintenance of the vehicle, the owner will be held responsible and will have to pay for repairs and spare parts. If the lessee has advanced money for repairs (receipt or tax receipt proof), the owner is obliged to repay it and return the amount corresponding to the remaining rental days. The lessee undertakes to ensure that such repairs are carried out exclusively by a competent and authorized workshop for the mechanical repair of Volkswagen vehicles.

8.5 If the breakdown or damage to the vehicle is caused by improper use or accident due to the customer's fault, the entire sum paid as a deposit will be previously withheld. After a written estimate has been made by a specialized workshop, the same will be sent to the customer, to whom the part of the deposit exceeding the repair will be returned. If, on the other hand, the preventive for repairing the damage exceeds the deposit paid, the tenant customer is obliged to pay the difference within and no later than 7 days from receipt of the estimate.

8.6 If the fault is slight, and the repair lasts max 2 days, the landlord offers an alternative accommodation. If the customer refuses the proposal, only days of non-use will be refunded.

8.7 Any damage to the vehicle, if not covered by the RCA insurance (hail, scratches due to vegetation, dents) is charged to the customer, who in the rental period is the main responsible.

8.8 In the event of a fine relating to an infringement during the rental, the lessee undertakes to pay the amount, in case of non-payment directly, the lessor will send the rental contract and the tenant's documents to the competent offices.

8.9 If the lessee damages the inside and / or the outside of the vehicle, his responsibility commits him to the payment of the amount related to the necessary repairs. The landlord will keep the deposit up to the actual balance. The loss or deterioration, even partial, of the camper or the accessories, financially obliges the tenant to pay the amount of the deposit previously paid.

#### **Art. 9 - Booking, payment and cancellation**

9.1 To confirm the reservation we require:

- ▶ Copy of valid driving license;
- ▶ Payment of 30% of the total amount of the reservation (it is required to define which extras you wish to request);
- ▶ Copy of this signed contract, signing on the last page. The signatures on the first page will be made when the camper is collected.

9.2 For the payment of 30% and if you want the Deposit, you can make:

9.3 In case of cancellation of a confirmed rental if it occurs 60 days before the start of the rental, no penalty is applied; if the renoucement occurs between the 60th and the 31st day it is equal to 20% of the rental cost; if the renoucement occurs between the 30th and the 16th day it is equal to 50% of the rental cost; if it occurs after the 16th day, the penalty amounts to the total amount, no reimbursement is due in the event that the customer, for personal reasons, starts the rental with delay or ends in advance.

9.4 In case of booking through online platforms such as Airbnb, Goboony, Yescapa and Campanda refer to the conditions published on the sites.

#### **9.5 Bank Transfer to be made in the name of Schirru Luca, IBAN IT88R0306967684510745805547.**

#### **Art. 10 - Duration of the rental.**

10.1 The duration of the rental is previously agreed between the parties.

10.2 Any extension of the rental period must be requested at least three (5) days before its expiry.

10.3 The extension will take place at the same conditions as before, only if agreed between the parties, or new conditions, expressly agreed between the parties, applying the price lists in force at the time of the new agreement. In the latter case, the modification of the previous conditions must result from a written document sent also by fax or e-mail and confirmed by the other party.

#### **Art. 11 - Withdrawal or waiver by the tenant customer.**

11.1 The tenant customer can withdraw from the signed contract, up to 30 days before the scheduled date for the delivery of the vehicle, with timely written communication to the lessor, paying the indicated amounts as a penalty: a) in the event that the withdrawal occurs before of the payment of the balance, the lessor will withhold as a deposit, equal to 30% of the agreed amount; b) in the event that the withdrawal occurs after payment of the balance, but within 15 days from the date scheduled for the delivery of the vehicle, the lessor will withhold as a penalty 20% or 50% (see 9.3) of the sums already received, returning the excess to the tenant customer. c) in the event that, finally, the withdrawal occurs after payment of the balance, after the 15th day prior to the date of delivery of the vehicle and up to 24 hours before the date scheduled for the delivery of the vehicle, the lessor will retain of penalty 100% of the sums already received. Finally, the tenant customer can withdraw from the contract after the vehicle has been delivered and, before the end of the contract, by returning the vehicle, which the lessor is required to receive, except for the verification of his conditions in the redelivery report and the operations following the redelivery. In this case the lessor will have the right: 1. to the agreed payment, proportionate to the actual holding period of the vehicle by the lessee customer; 2. to a sum equal to 50% of the consideration agreed as compensation for the loss of earnings of the lessor.

#### **Art. 12 - Resignation of the landlord**

12.1 The lessor may withdraw from the contract until delivery of the vehicle by sending a timely written communication to the tenant's residence. The landlord must return the following sums to the tenant customer as a penalty: a) the sum paid as a deposit, in the event that the withdrawal takes place before the payment of the balance; b) the sums already received increased by 10% in the event that the withdrawal occurs after the payment of the balance, but within 15 days from the date scheduled for the delivery of the vehicle; c) the sums already received increased by 15% in the event that the withdrawal occurs after the balance payment, and in the days following the 15th previous to the delivery date of the vehicle.

12.2 At the same time the lessor will have to reimburse to the lessee customer all the sums received by them as a security deposit or other title.

#### **Art. 13 - Responsibilities of the owner, the landlord**

The owner undertakes to supply the vehicle in perfect working, driving and cleaning conditions, with the full fuel tank, the clean toilet box, the drained waste water, and a general state of correct internal and external cleaning. The owner is obliged to print the contract and to view it with the tenant at the time of collection. The owner undertakes to check all the important elements of his vehicle, such as the heating, the water, the refrigerator, the cooking plates (etc ...) both during the inspection of the vehicle at the time of departure and upon return of the vehicle in the presence of the tenants and the owner. The owner undertakes to drive the vehicle for 3-4 minutes in the presence of the tenants to avoid any anomaly (suspicious noises, malfunctions, etc.). The owner undertakes to deliver his vehicle in the best possible cleanliness. In cases where the tenants are upset by the state of interior cleanliness of the vehicle, it is necessary to indicate this on the vehicle inspection document in the appropriate form. The landlord is advised to take the time necessary to tidy up and arrange his vehicle. If, after this cleaning or cleaning proposal, the tenants again refuse

the vehicle made available, the reason for poor cleaning cannot be considered valid for canceling the contract and no refund will be provided for the tenant: The owner will receive his remuneration as initially planned. The owner undertakes to support all repairs to the motorhome not deriving from the tenant's misconduct and following normal use and driving of the vehicle. In the event that the driver advances the repair costs, for which the owner has previously and expressly given consent by written test (SMS, WHATSAPP or e-mail) to the driver to carry out the strictly necessary repairs, the owner undertakes to reimburse the tenant upon return of the vehicle, upon presentation of the invoice. These requests and authorizations must be formulated in writing in the form of a message by e-mail (e-mail) or by written telephone message (SMS or WHATSAPP). However, the owner has no right to withdraw any amount whatsoever from the security deposit if the damage is not reported on the vehicle inspection return form and without the presence of any invoice as proof of the expenses. If the vehicle is damaged before being returned, the owner is obliged to inform the tenants in order to agree an economic agreement. The owner is obliged to check the status of the four (4) tires of the rental vehicle. All four (4) tires must be a maximum of five years old. In the event of a tire bursting over five years due to the detachment of the tread during the rental period: the responsibility of the owner will be total. In this case, the deductible cannot be requested from the tenants. If a tire burst occurs on one of the four wheels and the tire must be replaced: the replacement of the punctured tire will be entirely borne by the lessee driver. If the bursting of a tire occurs on one of the four wheels and the front or rear axle must be replaced: the replacement of the punctured tire will be entirely borne by the lessee driver and the cost of the second tire and of the axle in question will be divided in half (50/50 of the total price) between the tenant and the owner.

#### **Art. 14 - Liability of the lessee**

The lessee is obliged to print the contract. The owner and tenants will have the same documents available to inspect the condition of the vehicle. The lessee has the right to refuse the vehicle if it does not comply with the description of the ad and the respective photos of the vehicle (internal / external) published online. In the event of a dispute, the lessee must provide proof of non-conformity of the vehicle (through photographs, videos, etc.) The lessee must ensure that the vehicle is always well closed when it is not inside. He must not leave his personal effects in evidence and must take all necessary measures to avoid theft. The lessor cannot be held responsible for theft, loss or damage of the properties belonging to the lessee and passengers. In the event of an accident and / or deterioration of the camper (internal / external), the lessee undertakes to contact immediately, without delay, the lessor. The lessee undertakes to prevent the landlord from telephone maintenance for any maintenance or repair work carried out on the camper that exceeds a total amount (excluding taxes) of fifty euros (€ 50.00). Following a normal use of the vehicle, any repair exceeding this amount will be reimbursed by the owner upon return of the vehicle upon presentation of an invoice to which the owner has previously expressed his agreement to the lessee, in the case of processing necessary for deterioration of the parts or for damage caused by the lessee. Any invoice submitted by the lessee for less than fifty euros (€ 50.00) excluding taxes will be refunded by the owner at his own convenience and diligence. Except in the case of taking over by the insurance company, the lessee must bear all the costs of repairing the camper needed following the degradation he personally caused. The lessee undertakes to carry out normal, constant and regular maintenance of the vehicle during the entire period of execution of the contract envisaged and as long as it holds the vehicle. The lessee undertakes to return the camper in perfect working order, driving and cleaning, with the fuel tank full, having carried out the internal cleaning (emptying the compartments and the refrigerator included) and external, emptied the waste water and cleaned the box of the WC, otherwise we will be charged a penalty of fifty euros (50 €) including taxes. The conditions under which the vehicle is returned must be at least similar to those found at the time of handing over the keys. In the absence of such conditions and without different details on the last page of the contract, the lessee must pay a sum of fifty euros (€ 20) including taxes. The aforementioned amount will be deducted directly from the security deposit for the benefit of the owner, by way of maintenance costs that the latter will have to carry out personally. The lessee cannot make any irreversible changes or installations, neither inside nor outside the camper, without the previous express agreement of the owner. The lessee must check and check the levels of the various liquids in the camper: engine oil, water, waste water, windscreen washer and coolant. The lessee must carry out this maintenance whenever it is deemed necessary, it is recommended every 200 km traveled. The lessee must regularly check the tire pressure of the camper. As soon as necessary, the tires must be re-inflated as indicated in the use and maintenance manual of the camper provided by the manufacturer. This manual must be delivered to the tenant upon delivery of the vehicle. The lessee will have to replace the damaged camper supplies during the rental period. These supplies mainly include: windscreen wipers, headlights and bulbs. The lessee is responsible for all the damages caused by his fault, or negligence, or for that of third parties during the rental period of the camper. The lessee is solely responsible for all damages resulting from the use of inappropriate fuel. In any case, the following damages are excluded from the insurance coverage: roof, opening curtain, interior, tires, rims, wheel cover, muffler, oil sump, fuel tank, windows. All damage caused by vegetation (scratches and scrapes on the bodywork) is also excluded. For all traffic offenses noted by law enforcement during the rental, the tenant assumes his full criminal responsibility. The penalties (fine, points deduction ...) are entirely charged to the lessee who is responsible during the rental period indicated in the contract.

#### **15 - Non-performance by the tenant customer.**

In the event that the tenant customer is in breach of his contractual obligations and in particular: a) in the event that the relative payments pursuant to art. 5 and 6 (security deposit) and b) have not been completed successfully, do not withdraw the vehicle on the date and in the agreed place, the lessor may terminate the contract by sending the defaulting lessee a registered letter with return receipt or an e-mail. In this case, the lessor will retain 70% of the sums already received as a penalty, returning the excess to the lessee as well as requiring the reimbursement of the damages suffered and documented.

#### **Art. 16 - Default of the lessor.**

In the event that the lessor is in breach of his contractual obligations and in particular: a) does not make the vehicle available as agreed upon on the date and in the place provided; b) deliver a vehicle of a lower category than the one agreed upon. The tenant customer may terminate the contract and obtain from the landlord the repayment of the sums paid, increased by an amount equal to 90% of the sums already paid.

#### **Art. 17 - Trips abroad**

It is not possible to travel outside Sardinia, it is possible to visit the Sardinian islands by ferry.

#### **Art. 18 - Defects in the camper**

Claims for compensation to the lessee for defects for which the lessor is not responsible are excluded.

Any defects in the camper or its equipment detected after the start of the rental must be reported to the landlord in writing when the vehicle is returned. Any right to compensation for defects reported after delivery is excluded, except in the case of hidden defects.

#### **Art. 19 - Special clause**

The use of the camper is authorized, for the entire duration of the trip, only in the countries that were indicated at the time of the request received by the owner.

The use of the camper is authorized only by respecting the restrictions indicated by the owner on his announcement (examples: limited use in the EEC countries, dogs not allowed, non-smoking vehicle, etc.). In the event that the lessee does not comply with the restrictions established by the owner on his announcement, the lessee is liable to a fine of fifty (€ 50.00) euros deductible from the security deposit deposited upon delivery of the vehicle.

#### **Art. 20 - Good rules of use**

- ▶ Check the oil and coolant level every 200 km and add if necessary.
- ▶ During the journey the fridge should only be switched on 12 volts.
- ▶ It is forbidden to drive the vehicle outside paved roads, all breakdowns or damage caused by off-road driving will not be covered by insurance and entirely charged to the customer.
- ▶ When driving the vehicle, always make sure that all doors, windows and roof windows are properly closed.
- ▶ When driving the van make sure that the valve of the G.P.L. tank is closed.
- ▶ Always remember to start the engine by pulling the choke lever and waiting for the glow plugs to heat up like a normal diesel engine (only for diesel vehicles, about 10 seconds).
- ▶ For the external cleaning of the vehicle the use of a pressure jet is prohibited to avoid damage to the adhesives and delicate parts. External cleaning will still be carried out by Slowesty Sardinia to avoid problems or damage.

#### **Art. 21 - Dispute resolution.**

For all disputes arising from this contract the competent Court is the Court of Lanusei.

According to the art. 1341 and 1342 c.c. the customer declares to have read, to have read, perfectly understood and to accept the clauses of the articles: -

**6.** Security deposit and Deductible - **8** Accident, breakdown, theft and loss of the vehicle - **9** Booking, payment and cancellation - **11** Withdrawal or waiver by the lessee customer - **12** Withdrawal by the lessor - **15** Default by the lessee - **16** Failure of the tenant - **21** Resolution of disputes.

**X** Signature for acceptance **Customer** Lessee \_\_\_\_\_

#### **Privacy Policy**

In accordance with Legislative Decree 196/2003 on the protection of personal data, the Discover With Camper (Ditta Schirru Luca), guarantees the maximum confidentiality of the data provided. In particular, it guarantees that the Customer's personal data will not be published or given to any other person or company and that they will only be used for the following purposes: booking, conclusion and execution of vehicle rental contracts and any related contracts, as well as creation of a customer database for these purposes. Furthermore, the data may be used by the Luca Schirru company in order to allow the public authorities to forward the relevant complaints to the Customer responsible for violations of the Highway Code or other applicable regulations, for the payment of the relevant financial penalties by the Customer itself. The Customer has the right to request at any time the updating, rectification or cancellation of data concerning him by sending an e-mail to: discoverwcamper@gmail.com

In relation to the processing of personal data concerning him, as described above, the Customer freely expresses his consent, pursuant to and for the purposes of the Law.

Date and place \_\_\_\_\_

Signature for acceptance Lessor

**X** Signature for acceptance **Customer** Lessee