



# Booking terms and conditions

## 1. These terms

1.1. These are the terms and conditions on which the Rental Firm rents vehicles to the Client. The client signs up to these terms along with the Rental Agreement when signing the Rental Agreement.

1.2. The Client is asked to read these terms carefully before hiring a vehicle with the Rental Firm. These terms tell the Client who the Rental Firm is, how the Rental Firm will provide vehicles to the Client, how the Client and the Rental Firm may change or end the contract, what to do if there is a problem and other important information. If the Client thinks that there is a mistake in these terms [or require any changes], please contact the Rental Firm to discuss.

## 2. Information About Us and How To Contact Us

2.1. The Client can contact the Rental Firm by telephoning the Rental Firm's customer service team or by writing to the Rental Firm using the contacts provided in the Rental Firm's website.

2.2. If the Rental Firm has to contact the Client, it will do so by telephone or by writing to the Client at the email address or postal address the Client provided to the Rental Firm in the order.

2.3. When we use the words "writing" or "written" in these terms, this includes emails.

2.4 The Client can opt between Short Term Bookings bookings and Subscription bookings.

2.5 For the purposes of these Terms and the Rental Agreement, Short Term Bookings are the reservations made for a specific time-frame.

2.6 For the purposes of these Terms and the Rental Agreement, Subscription bookings are the reservations made on a monthly subscription basis.

## 3. Cancellations and Flexible Travel Policy

### 3.1. Short Term bookings Cancellation terms

For bookings confirmed after 16/11/2020:

3.1.1 If you cancel your reservation 15 or more days prior to the scheduled pick-up date, you will be reimbursed the whole amount you paid until that date.

3.1.2 If you cancel your reservation less than 15 days and more than 48 hours prior to the scheduled check-in date, you will have the option to either be reimbursed 50% of the total amount you paid until that date or receive a flexible travel voucher corresponding to 100% of the total amount you paid until that date.

3.1.3 For cancellations made within 48 hours prior to the scheduled check-in date, you will not be entitled to receive a travel voucher nor reimbursement.

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For bookings confirmed until 16/11/2020 (inclusively):

3.1.4 If you cancel your reservation more than 48 hours prior to the scheduled check-in date, you will be entitled to receive a flexible travel voucher of the same total amount you paid for your booking.

3.1.5 For cancellations made within 48 hours prior to the scheduled check-in date, you will not be entitled to receive a travel voucher nor reimbursement.

### 3.2. Subscription bookings Cancellation terms

3.2.1. If you cancel your reservation more than 30 days before the scheduled check-in date, you will be entitled to receive a flexible travel voucher with an amount corresponding to the upfront payment you performed for your booking.

3.2.2. If you cancel your reservation between 30 and 15 days before the scheduled check-in date, you will be entitled to receive a flexible travel voucher with an amount corresponding to 50% of the upfront payment you performed for your booking.

3.2.3. For cancellations made between 14 and 2 days prior to the scheduled check-in date, you will not be entitled to receive a travel voucher nor reimbursement for the amount you have already paid.

3.2.4. If you cancel after 2 days before the start of your rental, you will not be refunded any amount and you will need to pay the outstanding full amount of your subscription.

### 3.3 Cancellation terms applicable to both Short Term and Subscription bookings

3.3.1. The travel voucher can be used for a trip in any location, any Indie Campers vehicle and any available date for check-in until December 31, 2021. The voucher can be used more than one time up to that date, until its amount has been fully used. If you book a trip of a higher price than the amount remaining in your travel voucher, you will simply need to pay the outstanding amount in order to confirm your reservation.

3.3.2 Cancellation requests will only be considered valid when communicated in writing via email sent to [reservations@indiecampers.com](mailto:reservations@indiecampers.com).

3.3.3. Only one cancellation request per booking is allowed, meaning a customer can request a travel voucher once and use it to book a trip with different details, but it will not be possible to then ask for a travel voucher again.

3.3.4. The occurrence of unforeseeable or unavoidable events for which we do not bear responsibility (e.g. acts of God, wars, natural disasters, pandemics and strikes) does not prevent the full application of the provisions of this section.

3.3.5. Additionally, Indie Campers reserves the right to use any cancellation rights/alternatives provided by applicable laws.

## 4. Payment / Credit Card

### 4.1 Short Term bookings Payment Terms

For bookings confirmed after 16/11/2020:

4.1.1. When the Hirer confirms the booking less than 15 days before the starting date, the credit or debit card will be charged with 100% of the rental amount according to the chosen option (inclusive of fees and taxes).

4.1.2. When the Hirer confirms the booking 15 days or more before the starting date, the credit or debit card will be charged with 20% of the rental amount according to the chosen option (inclusive of fees and taxes). The remaining amount will be automatically charged to the same payment method 15 days prior to the scheduled pick-up. In the event the Hirer's payment card is declined for the second payment until 13 days before the scheduled pick-up, the reservation will be automatically cancelled and the value initially paid is not refundable.

4.1.3. Applicable exchange rates will apply according to the Hirer's payment method/bank fees.

4.1.4. The security deposit can only be blocked in a credit card (Visa or Mastercard), and the credit card owner must be present at the pick-up. The vehicle cannot be delivered to the Hirer unless the security deposit is held on a credit card.

4.1.5. Upon returning the vehicle, the Rental firm will process the release of the unused portion of the security deposit subject to Hirer's bank procedures.

For bookings confirmed until 16/11/2020 (inclusively):

4.1.6. When the Hirer confirms the booking less than 7 days before the starting date, the credit or debit card will be charged with 100% of the rental amount according to the chosen option (inclusive of fees and taxes).

4.1.7. When the Hirer confirms the booking 7 days or more before the starting date, the credit or debit card will be charged with 20% of the rental amount according to the chosen option (inclusive of fees and taxes). The remaining amount will be automatically charged to the same payment method 7 days prior to the scheduled pick-up. In the event the Hirer's payment card is declined for the second payment until 5 days before the scheduled pick-up, the reservation will be automatically cancelled and the value initially paid is not refundable.

4.1.8. Applicable exchange rates will apply according to the Hirer's payment method/bank fees.

4.1.9. The security deposit can only be blocked in a credit card (Visa or Mastercard), and the credit card owner must be present at the pick-up. The vehicle cannot be delivered to the Hirer unless the security deposit is held on a credit card.

4.1.10. Upon returning the vehicle, the Rental firm will process the release of the unused portion of the security deposit subject to Hirer's bank procedures.

#### 4.2 Subscription Term bookings Payment Terms

4.2.1 If the rental period of the Subscription is between 1 and 3 months, the client will pay the full amount at the checkout page.

4.2.2 If the rental period of the Subscription is higher than 3 months, the client will pay the full amount corresponding to the first three months of the rental at the checkout page and the remaining months will be charged automatically using the customer credit card on a monthly basis, starting 30 days after the pick-up date.

4.2.3 If monthly payments are not successfully completed, the Client has 15 days from that date to provide a new payment method in case the charge fails. Otherwise, the Rental Firm has the right to immediately terminate the contract and retain in full the amounts already paid.

## 5. Rental Duration and Fees

#### 5.1 Short Term bookings Duration Terms and Fees

5.1.1 Prices of Short Term bookings are calculated on a nightly basis.

5.1.2. Late Pick-ups or Earlier Drop-offs do not entitle the Hirer to any refund of the unused portion of the rental.

5.1.3. Pre-arranged after-hours pick-ups or drop-offs requested by the Hirer are subject to an additional fee according to the Rental firm price table.

#### 5.2 Subscription bookings Payment Terms and Fees

5.2.1 Prices will be shown per month, fetched directly as a total cost per month without any additional fees being charged (e.g. service, insurance or preparation fees), with the exception of one-way fees and mileage policies.

5.2.2 Subscription Term bookings are subject to the minimum duration of 1 month ("Initial Minimum Commitment") and the maximum duration of 12 months.

## 6. Pick up and Drop off hours

6.1 The Rental Firm's standard pick-up times are between 14:30 and 18:30, and the standard drop-off times are between 8:00 and 11:00, otherwise, an Out of Hours Fee will be applied.

## 7. Vehicle / Extras Availability and Upgrades and Downgrades

7.1. If the exact Campervan model booked is not available, the Rental firm reserves the right to provide the Hirer with a similar category or upgraded model, according to the pick-up location availability. Additionally, the Rental Firm cannot guarantee specific colors or designs for the rented vehicle.

7.2. Extras are subject to availability at the pick-up location. If any booked extra is not available for at the check-in, the Rental Firm will inform the Hirer and refund him/her according to the value paid for that item or service, and no other additional compensation will be due.

### 7.3 Upgrade/Downgrade of the agreed model

7.3.1 If in the context of a monthly subscription, the Hirer seeks to Upgrade to a higher priced model, that will only be possible subject to the Rental Firm's availability and there will be an additional charge corresponding to the difference in price between both models for the remainder of the months left in the subscription.

7.3.2 If in the context of a monthly subscription, the Hirer seeks to Downgrade to a lower priced model, that will only be possible subject to the Rental Firm's availability and there will be no refund or compensation in place for the Hirer.

7.3.3 If in the context of an annual subscription, the Hirer seeks to Upgrade to a higher-priced model, that will only be possible subject to the Rental Firm's availability and there will be an additional charge corresponding to the difference in price between the price of the outstanding months on the original annual subscription and the price of a monthly subscription of the new model for the number of months remaining.

7.3.4 If in the context of an annual subscription, the Hirer seeks to Downgrade to a lower priced model, that will only be possible subject to the Rental Firm's availability and there will be an additional charge corresponding to the difference in price between the price of the outstanding months on the original annual subscription and the price of a monthly subscription of the new model for the number of months remaining. In case that difference results in a negative value, there will be no refund or compensation in place for the Hirer.

## 8. Documents / Driver's License / Minimum Age

8.1. The driver must be 18 years old or older at the time of pick-up and must present a valid driver's license (B class) to drive in Europe, a valid ID/Passport and a credit card (Visa, or Mastercard or AMEX) to pay block the security deposit. Additional drivers must be present at pick-up and must also have a valid drivers license (B class) to drive in Europe. Failure to comply with this requirement will prevent the additional drivers from being permitted to drive the vehicle.

8.2. For short term bookings, If one of the drivers is younger than 25 years old, selecting the Basic protection plan is mandatory and drivers under the age of 25 aren't allowed to take the Premium protection plan. Protection Plans are not included nor can be subscribed by the Client under the Subscription Bookings.

8.3. Credit card owner must be present at the time of pick up.

8.4. The Rental Firm will not accept copies of driver's license, ID or debit/credit cards.

## 9. General

9.1 The Rental Firm might modify its Booking Terms and Conditions anytime.

9.2 In specific situations, the Rental Firm reserves the right, in proven extraordinary circumstances, to apply its Terms and Conditions in an adapted (or adjusted) manner if and to the extent that this is indispensable to ensure the legitimate interests of the Rental Firm.

# Rental agreement

## 1. Vehicle conditions

1) The Hirer acknowledges having received the vehicle and rented extras, with all the legally required documents, in a clean condition with all the features working. 2) The Hirer will return the vehicle in a clean condition, with the same amount of fuel at the pick-up, and with all the vehicle's features operating in normally, on the return date, time and location established in the Rental Agreement. Failure to meet these criteria will result in additional charges to the Hirer according to the Rental Firm price table. Any loss or damage in the vehicle, rented extras, equipment or spare parts, will be fully charged to the Hirer according to the Rental Firm price table.

## 2. Documents

1) The execution and signature of this Rental Agreement is based on the assumption of the existence of: a) A valid vehicle driver's license to drive in Europe, b) a valid ID or Passport, c) a valid credit card (Visa, AMEX or Mastercard). All documents were presented upon the vehicle's collection and signing of this Rental Agreement. If the Hirer does not present the necessary documents, the vehicle cannot be rented, and standard no show fee will apply. 2) It is the responsibility of the Hirer to hold a valid license to drive in Europe. 3) The Hirer must be older than 18 years old. 4) For short term bookings, if one of the drivers is under 25 years of age, the purchasing of the Basic Protection plan is mandatory, as the Hirer is not qualified to purchase the Premium Protection plan when renting a vehicle. The Client hereby represents and warrants that the documents shared with the Rental Firm (and all information contained therein) are true, complete and valid, notably on what regards the address and the country of residence of the Client. 5) For subscription bookings: if the Hirer's fiscal residence is outside the European Union (including Switzerland and the UK), the Hirer can rent a vehicle in any of the countries and cities in which they are available. If the Hirer's fiscal residence is in Ireland, Portugal, Spain, France, Italy, Germany, Belgium, The Netherlands, Austria, Croatia, Sweden and Iceland, the Hirer can only rent a vehicle starting in the country in which he/she resides. If the Hirer's fiscal residence is in a EU country other than Ireland, Portugal, Spain, France, Italy, Germany, Belgium, The Netherlands, Austria, Croatia, Sweden and Iceland, it is not possible to rent a vehicle on the subscription product.

## 3. Use of the Vehicle

1) The Hirer undertakes that, during the Rental Period, the vehicle will not be: a) Driven by any person that is not mentioned in the rental agreement as a driver b) Driven in an imprudent and dangerous way. c) Driven by a person under the influence of alcohol or drugs. d) Left with the key inside the vehicle, while unoccupied. e) Damaged by submersion in water, contact with salt water, driving through flooded areas, beach driving and unpaved roads. f) Used for any race, contest or any illegal activities. g) Used to tow any vehicle. h) Used to carry passengers or property for hire or reward. i) Used to carry a number of passengers superior to the maximum capacity permitted by law. j) Used to carry hazard materials, volatile liquids, gases, explosives or other corrosive or inflammable material, apart from the gas provided by the Rental Firm. k) Used for the purpose of transporting and haulage goods other than what might be reasonably expected of a leisure rental. l) install accessories and advertising or commercial mentions. m) driven off-road, on closed roads, or roads not suited for the rented vehicle according to local laws and regulation. 2) The Rental Firm shall not be responsible for any of the consequences, nor for any damage, loss and/or other costs resulting from the Hirer not acting in conformity with the aforementioned points (a) to (l). 3) The Hirer acknowledges that the Rental Firm retains the title of the Vehicle at all times and shall not agree, attempt, offer or purport to sell, sub-let, lend or mortgage the vehicle to any other party. 4) The Hirer shall not make any modifications or additions to the vehicle, without prior written consent from the Rental Firm. 5) The Hirer shall take all reasonable steps to properly maintain the vehicle, including, daily checks of the Oil, Water and Batteries, and will contact the Rental Firm if vehicle warning lights indicate any potential malfunction. 6) Any electrical devices (including the cooler) cannot be connected to the battery for more than 4 hours in a row, without charging the vehicle battery every day in camping places or in other 220V sources. 7) The Hirer is responsible for monitoring and obtaining information on weather forecasts and road conditions on his travels, and public warning thereof. 8) This Rental Agreement will be immediately terminated and the booking will be canceled without any need of judicial intervention if the vehicle is used in any terms that constitute a violation of this Rental Agreement or the commission of a crime. Additionally, the Rental Firm reserves the right to, justifiably, recover the vehicle, at any time, without previous notice, and the Hirer is held responsible for all the charges involved. 9) The Hirer may not, in any case, sublet or assign the Vehicle without prior written consent of the Rental Firm.

## 4. Pets

1) It is permitted to travel with one pet if its weight does not exceed 30kg. In such a case, a fee will be charged (After-trip Cleaning). The After-trip Cleaning covers the cleaning of the vehicle after the rental, while the Hirer is liable for any and all

damages caused by the pet in the interior and exterior of the vehicle. It is of the entire responsibility of the Hirer to guarantee that the pet travels in safe conditions and according to the local regulations. The Rental Firm will not be liable for any traffic tickets or legal fees due to the pet's presence inside the vehicle.

## 5. Gas Policy

1) Models with Portable Cookers: Customers who have pre-paid for gas will receive 2 full disposable canisters of gas (220g). Additional gas canisters can be purchased throughout the rental period at the Hirer's own expense. 2) Models with Built-in Cooker/Stove: Customers who pre-pay for gas (as an extra) will receive a full cylinder of camping gas. If no pre-paid gas cylinder is purchased, the Rental Firm will deliver the vehicle with two bottles, namely the one returned by the previous customer (with a variable level of gas), and a full sealed cylinder of camping gas. The Hirer has the option of using the sealed bottle during the trip and in case he/she does, the Rental Firm will be charging the Hirer according to the defined pricing. 3) Additional gas bottles or refills can be purchased throughout the rental period at the Hirer's own expense. 4) Different connections and gas bottles are in place in different countries and might require an adapter to refill. Please note that the provided gas bottles must not be exchanged for foreign ones, otherwise a Fee will be applied.

## 6. AdBlue Policy

1) AdBlue is a diesel exhaust fluid required in modern diesel engine vehicles. All models requiring AdBlue are identified with an AdBlue tank, located next to the fuel tank. Similarly to fuel level, the vehicle dashboard shows if the AdBlue level is low. 2) The vehicle is delivered above the minimum AdBlue for circulation (without AdBlue lights on) and must be returned in the same conditions, otherwise a Refuelling Fee will be applied. 3) During the trip, the Hirer is responsible to guarantee that the vehicle always has both Fuel and AdBlue required for circulation without damaging the engine. 4) Additional AdBlue can be purchased throughout the rental period at any fuel station at the Hirer's own expense. The Rental Firm will not reimburse the Hirer for any AdBlue fluid expenses upon return of the vehicle.

## 7. Mileage policy

7.1 All bookings include a fixed number of kilometres/miles per night for free, which may vary according to seasonality and number of nights. 2) Customers have the option to add extra km/miles packages or unlimited kms/miles before their trip during the booking process. 3) Any additional km/miles will be charged at drop-off. The value of the fee per extra km/mile for each reservation is communicated during the booking process, as it might vary with the pick-up location and vehicle model.

7.2 For Subscription bookings, the number of included kilometers for free is 1.000kms per month or 10.000kms per year. For an additional cost, monthly packages of plus 500kms/month and plus 1.000kms/month can be added to the booking. Additionally, if the booking has a duration of one year, yearly packages of plus 6.000kms/year, plus 12.000kms and plus 18.000kms can be added to the booking. If the Client exceeds the limits of 1.000kms per month or 10.000kms/year without subscribing any monthly/yearly packages of extra kms or if such packages were also exceeded, the Rental Company will charge an additional fee per each km/mile above the said limits. The value of the fee per extra km/mile for each subscription is communicated during the booking process, as it might vary with the pick-up location and vehicle model.

## 8. On-Road Assistance and Technical Issues

1) Any problems associated with the vehicle, including equipment failure, must be reported immediately to the Rental Firm as it might be possible to rectify the problem during the rental period. The absence of such report previously to external on-road assistance nullifies the responsibility of the Rental Firm. 2) The Hirer must contact the Rental Firm before contacting any external on-road Assistance Company as the Rental Firm might assist the Hirer with technical issues, whereupon it will not dislocate its own employees for vehicle repairing/exchange services. 3) The Rental Firm's assistance covers any technical or mechanical malfunction of the vehicle arising from a manufacturing or material fault that directly renders the part concerned unfit for operation during the warranty period. 4) The following occurrences are not covered by the Rental Firm's assistance: a) The vehicle running out of fuel. b) The keys being locked inside the vehicle, damaged (e.g. humidity in the key), or lost. c) Discharged batteries caused by incorrect usage and/or incorrect usage of any equipment that requires batteries to operate. d) Vehicle blocked off-road or at an unpaved road. e) A breakdown caused by willful neglect (e.g. off-road driving). f) Assistance to change a flat tire. Any tow/relocation expenses will be charged to the Hirer. 5) The Rental Firm provides 24hr Assistance, although outside standard business working hours some delays may occur. 6) In case of any malfunction, the Hirer is not allowed to make repairs or alterations to the vehicle, unless authorized by the Rental Firm and following exact instructions. For

any malfunction that does not require vehicle immobilization and that cannot be repaired on-site, the Hirer must mobilize the vehicle to a specific location to be indicated by the Rental Firm. In case of Subscription Rentals, if a mandatory inspection is required during the subscription period, the Hirer must present themselves at a specific location to be indicated by Indie Campers. In the event of an accident in which the Hirer is found responsible for, the Rental Firm is not obliged to present a replacement vehicle. 7) In the event of vehicle immobilization due to mechanical breakdown, or accident, and if it is not possible to repair on-site, the Rental Firm shall send a tow truck to drive the vehicle and the Hirer to the closest workshop or rental depot.

## 9. Insurance Coverage

1) The rental vehicle is insured against third party vehicles and property damage. 2) The Insurance is valid in the following 32 European countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland and the UK. The vehicles can only be driven in these countries, and driving in other countries other than the ones mentioned above constitutes a violation of this Rental Agreement and the Rental Firm cannot be liable for any damage, malfunction or other consequence that happens outside the countries where Insurance is valid, being the Hirer liable for any reparation costs and/or relocation of the vehicle and any other administrative costs, charges, fees and fines the Rental firm incurred as a result of that unauthorized use. The Rental Firm reserves the right to charge the Hirer a penalty of 1,000€ (one thousand euros) for each day the vehicle is used or located in a country where the Insurance is not valid. 3) The vehicle is only insured covered during the contract stipulated duration. The Rental Firm cannot be liable for any damage outside the rental duration, being the Hirer the only liable entity. 4) The Hirer is responsible for any damage incurred while in possession of the vehicle, up to the amount of the security deposit, considering all exclusions stated on clause 11 – “Liabilities”. All the Protection Plan options and security deposit only cover the first accident suitable to activate the Insurance coverage of each rental. In case of more than one accident suitable to activate the Insurance coverage during the rental period, the Hirer is responsible for the full repair costs of each additional damage. To cover the costs of any possible damages, the Rental Firm will block the full amount of the security deposit on the credit card associated to the Hirer. 5) If the Hirer breaches any of the conditions of the clauses in this Rental Agreement, any Insurance option will be voided, and the Hirer will be responsible for the total cost of all damages. 6) All Protection plans include Roadside Assistance (which includes 24/7 Line Assistance and the towing of an Indie Campers vehicle to a nearby Indie Campers Depot or auto garage in case of accidents or mechanical breakdown). The Rental Firm maintains the right to charge any additional costs incurred by it that are not covered by the insurance agreement/Roadside Assistance. 7) If Window Coverage is selected, the repair cost of one glass window is covered. Headlights, side mirrors and roof windows (skylights) are not included. 8) If Tire Coverage is selected, the accidental damage of one tire is covered. Rim and service of changing the tire is not included. 9) Protection Plans are not included nor can be subscribed by the Client under the Subscription Bookings. On the other hand, i) roadside assistance will be provided under the same conditions of the Short Term Bookings, ii) the Rental Firm will provide maintenance tires (only for usage, not damage) and oil change. 10) If damages under the Subscription Bookings arising from the Client's fault occur, the Client shall be provided with a new Vehicle once the Rental Firm is reimbursed of such damages. 11) In case of any vehicle malfunction under the Subscription Bookings arising from the Rental Firm's fault occur, the Client shall be provided with a new Vehicle once the incident is analysed by the Rental Firm.

## 10. Accident / Vehicle Damage

In the event of an accident or vehicle damage, the Hirer agrees to the following procedures: 1) Immediately notify the Rental Firm and police authorities of any accident, theft, robbery or other misfortune. 2) Take pictures and obtain names and addresses of all persons involved as well as witnesses, that can document what happened 3) Fill the accident report, together with other vehicles that may be involved. 4) Shall not leave the vehicle without taking all measures regarding its protection and safety. 5) Shall not take any responsibility or pled guilty on behalf of the Rental Firm or in the event of an accident that might hold the Rental Firm liable 6) Collect the accident report signed by all parties involved and the documents prepared by the police authorities, along with the vehicle keys, if retained (in case of vehicle theft) and send it immediately to the Rental Firm. Otherwise, all Insurances and coverages will be voided, and the Hirer is liable for all expenses.

## 11. Liabilities

1) The Rental Firm does not accept any liability for personal injuries sustained during the rental period and recommends that no valuable items should be left in the vehicle, out in the open, while the Hirer is away from the vehicle. The Rental Firm is not responsible for any belongings lost or stolen during the rental period, neither for any interior or exterior damages to the

vehicle due to vandalism/theft, accidental or weather damages. Any liability of Rental Firm shall be limited to the amount paid out under the Insurance. Any exclusions or limitations of liability of the Rental Firm under this Rental Agreement shall only apply to the extent permitted by applicable law. 2) The Hirer acknowledges that is responsible for all costs of the following damages, irrespective of the Protection Plan that may have been taken. Damage identified below is specifically excluded from any Protection Plan Option and applies also to Subscription Bookings: a) Any damage due to vehicle, when in breach of a clause in this Rental Agreement. b) Any damage caused by willful conduct, influence of alcohol, drugs or any substance that reduces driving ability. c) Any loss/damages/stolen personal belongings. d) If the customer has a careless or negligent behavior of any kind or fails to abide by local road rules or Rental Firm instructions, resulting in damages to the vehicle, or third-party property. e) The cost to retrieve or recover the vehicle from any restricted area, submerged, bogged, trapped, or abandoned, unless caused by circumstances beyond the control of the Hirer. f) The cost to replace keys which have become damaged, lost, stolen, or locked inside the vehicle. g) Drivers not identified in the Rental Agreement, or Drivers with a canceled, expired, suspended or seized driver's license. h) For any cost associated with the incorrect use of fuel. i) All damages below side door lines or above the windscreen line, if there is no collision with third parties. j) All damages caused by hitting an animal while driving. k) Damages caused by the wind blowing up a door.

## 12. Return of the Vehicle

1) The vehicle must be returned at the date, time and location specified in this Rental Agreement. 2) The Hirer can change the drop off location or check-out date/time if the Rental Firm Reservations staff have previously authorized in writing. Charges will apply, and the amount will be communicated by the reservations team. b) The fee applies to all cases, irrespective of the reasons behind the change. c) If the Rental Firm does not confirm the changes via email, the Hirer must comply with the contract location and drop-off date and time. 3) Failure to obtain authorization and the vehicle delivery outside the hours previously agreed in the Rental Agreement will result in an extra fee of three times the rental nightly rate, to be paid immediately upon the drop-off. 3) If the vehicle is returned in a different place from the one contracted, the Hirer is responsible for all the ensuing extra costs caused to the Rental Firm. 4) If the vehicle is not returned to a Rental Firm employee, the Hirer is liable for all losses or damages including vehicle theft or robbery. 5) Vehicle equipment: All vehicles are provided with a cleaning kit, and in case of not returning the vehicle equipment and/or rental extras in the same conditions as they were handed, a fee will be charged to the Hirer according to the value of the item(s). 6) An additional cleaning fee penalty of €100 will be charged to the Hirer if the vehicle is not returned in a clean condition in the interior (absence of garbage, sand, mud or any other waste) and exterior, with the wastewater tank empty, empty chemical toilet, kitchen utensils cleaned, and the cooler turned-off with no food inside. 6) If the vehicle is not returned with the same fuel level as the pick-up, the Hirer will be charged €40 for every 1/4 tank missing.

## 13. Liability / Security Deposit and After Rental Payments

1) The security deposit can only be paid by credit card (Visa, AMEX or Mastercard), and the credit card owner must be present at the pick-up. At the vehicle delivery, the Hirer is required to pay the security deposit according to the chosen Protection Plan option. This amount will be held in the Hirer's credit card to ensure the excess payment in the event of robbery or accident and any other vehicle damage during the rental period. 2) If the security deposit amount is not authorized by the bank or by the credit card owner, this Rental Agreement cannot be executed, and the vehicle cannot be delivered. In this case, the regular cancelation policy will apply, and the full booking amount will be charged to the Hirer. 3) The security deposit will be returned to the Hirer at the end of the rental period, by a Rental Firm staff member, who shall state the vehicle is in the same conditions compared to when it was collected. 4) Vehicle damage and equipment/extras damage costs will be charged according to the Rental Firm price table. 5) In case of an accident where the Hirer does not consider himself/herself responsible, the Rental Firm will hold the full amount of the security deposit until the insurance company states the responsibility. 6) If the damage repair costs cannot be determined immediately, the Rental Firm will hold the full amount of the security deposit. 7) The Hirer agrees that the Rental Firm is authorized to charge the credit card on file for any further amounts that may arise such as parking tickets, fines, traffic offence penalties, tolls, damages to the vehicle (interior or exterior) and overdue amounts, of which the Hirer bears the sole responsibility. Rental Firm is entitled to verify any of the damages to the vehicle for 30 days after the last day of the rental agreement. If the Rental Firm is notified or contacted by any administrative private or public entity due to the Hirer's behavior, the Rental Firm will charge the Hirer, for each individual event, an administrative fee of i) 25€ if only the identification of the Hirer/Driver was legally required (an exceptional reduced fee of 15€ may apply to tolls' entities with which there is an established protocol) or ii) an administrative fee of € 50 if the Rental Firm had to legally make any payment on behalf of the Hirer or present any opposition/appeal, without prejudice of the complete reimbursement to the Rental Firm by the Hirer of any amounts paid by the Rental Firm arising or aggravated by the Hirer's behavior. 8) The Hirer must provide the

Rental Firm with an alternative credit card that can be used to meet Hirer's obligations under the Rental Firm Terms and Conditions, in case of insufficient funds, declined transactions for any reason, and cancelled or suspended credit card. 9) All unpaid invoices will be added interest, which is the highest legal rate plus a flat fee, corresponding to 20% of the unpaid amount and any compensation for occurred damages / lost profits due by law. In the event of a legal dispute somehow related with this contract, the parties agree that the jurisdiction of the pick-up location will be applied. In case of a complaint in relation to this Rental Agreement, the Hirer shall first contact the Rental Firm. The European Commission provides an online dispute resolution platform, which you can reach at <http://ec.europa.eu/odr>. The Rental Firm is not obliged to participate in a dispute settlement procedure before a consumer arbitration body. If parties do not reach an amicable out-of-court settlement, all disputes shall be submitted to the competent court in the applicable jurisdiction. 10) Regarding Subscription Bookings, a deposit will be held at pick up. The amount of the Deposit will be 2.500€ (deposit and liability). A monthly bank authorization will be held to that purpose. In the context of Subscription Bookings, only one extra Driver is allowed.

## 14. Customer Agreement

1) This agreement constitutes the arrangement of the parties and there are no other oral undertakings, warranties or arrangements between the parties. Any charges are calculated in accordance with the Rental Agreement and applicable Terms and Conditions available at the Rental Firm's website. 2) When booking and paying the initial deposit, the Hirer voluntarily agreed with Rental Firm Terms and Conditions. 3) The Hirer assures that all information supplied in relation to this Rental Agreement is truthful. 4) This Rental Agreement may only be assigned to any third party with the written agreement of both parties.

## 15. Vehicles and brands

If, for any reason that is not the rental firm's responsibility, such as a delay by the previous renter, accident, theft, breakdown, weather conditions, pandemics, strikes or any other situation that can compromise the delivery of the vehicle previously reserved, it is not possible to perform the vehicle delivery on the stipulated date or time, the Rental Firm can: 1) Provide the Hirer a similar category or model. The Vehicle brand, year of edition, design or color may vary. 2) Inform the Hirer of unavailability of the vehicle and provide him/her with the full refund of the amount paid, and no other additional compensation to the extent permitted by the applicable law.

## 16. Data Protection

For the purposes of the provisions of current regulations regarding the protection of personal data and services of the information society and electronic commerce, you are informed that your personal data, both those provided for the formalization of this contract and those collected during the term of the rental services, will be incorporated into a personal data file in order to be able to manage the rental services of hired vehicles, as well as for commercial purposes such as keeping you promptly informed of all those offers, products and promotions that may be of interest to you, by email. The Hirer has the rights recognized in the General Data Protection Regulation to access, rectify and delete the data, oppose the processing and request its limitation.

We provide RV rental in destinations across Europe through a seamless and personalized online experience.