

# VAN VAN GO INVERSIONES S.L. GENERAL HIRE AND RENTAL TERMS AND CONDITIONS

## 1. SCOPE OF APPLICATION, CONTRACT CONTENT, LAW APPLICATION

**1.1.** Only the following VANVANGO INVERSIONES S.L., its associates and licensees (hereinafter "the lessor") General Terms and Conditions will be valid. Any other terms and conditions by the leaseholder which differ from the Lessor Commercial Terms and Conditions will not be recognised. Should the lessor rent the motorhome to the leaseholder without reservations, these conditions will also apply, even knowing the divergent conditions of the leaseholder.

**1.2.** The subject of the contract formalised with the leaseholder is no other than the delivery of the motorhome in terms of leasehold, by virtue of which the leaseholder will not owe the travel services nor, above all, the entirety of these.

**1.3.** In case of booking, a rental contract will be formalised between the lessor and the leaseholder in which only Spanish law will apply. The leaseholder will arrange the trip by himself and will use the motorhome on his own responsibility. The hire contract shall be limited to the specific period agreed. The tacit extension of the hire contract for an indefinite period of time due to a continuous use of the vehicle is excluded.

**1.4.** All the agreements between the lessor and the leaseholder shall be formalised in writing.

## 2. MINIMUM AGE, AUTHORISED DRIVERS.

**2.1.** The leaseholder and any other driver must be not less than 25 years of age and have held a driving license for at least two years, whether the class B license or the corresponding national license. In case of non - EU residents, the driver must hold the international driving license.

The leaseholder must provide the lessor with a copy of his valid identity card or passport, as well as a copy of the driving license, when the vehicle is collected.

**2.2.** The leaseholder must take into account that some of the vehicles owned by the lessor have a total weight over 3.5 tonnes, and, in order to drive these vehicles, it is necessary to hold the corresponding driving license. Due to this fact, those drivers holding a class B license must check the total authorised mass of the vehicle with the lessor before they hire it. Fines owing to weight excess will be charged to the leaseholder.

**2.3.** If, at the collection of the motorhome, the leaseholder does not hold the appropriate driving license according the conditions set out above, it will be considered that no collection has taken place, and, in this case, corresponding cancellation conditions will apply (see section 4.2)

**2.4.** Only the leaseholder and the additional drivers registered at the hire office are allowed to drive the vehicle.

## 3. HIRE RATES, CALCULATIONS, HIRE DURATION.

**3.1.** The hire rates and the minimum hire period derive from the price list which may be effective when the contract is entered into. The lessor sets the hire rates and minimum duration according to the time of the year. The hire total cost will be the addition of the cost per day and the accessories and services hired.

**3.2.** In any case, the minimum hire period shall be three days.

**3.3.** The corresponding hire prices include: VAT, unlimited mileage except in the reduced season when you will have a 300km limit per day.

**3.4.**, fully comprehensive insurance according to the corresponding insurance coverage (see section 11), and manufacturer chassis-cabin mobility warranty.

**3.5.** The hire period starts with the collection of the motorhome by the leaseholder at the hire office, and finishes with the return of the vehicle by the hire office employees.

**3.6.** If the motorhome is delivered over the deadline stated in writing, the leaseholder will be subject to a charge of € 40,00 for exceeding the agreed return time and € 30,00 additional for each hour of delay (notwithstanding, each day of delay will be charged, at most, with the same price of a one-day hire, and once exceeding one calendar day the lessor will apply section 6.4 of this contract). The leaseholder shall assume the expenses arisen from the fact that any other leaseholder or person asserts his rights before the lessor due to a delay in the motorhome return attributable to the leaseholder.

**3.7.** The early return of the vehicle will not imply any change in the price agreed in writing. The leaseholder shall pay the whole hire price stated in the contract.

**3.8.** The fuel tank of the motorhome is provided full upon collection and must be returned by the leaseholder in the same way. Otherwise, the lessor will charge the leaseholder with € 2,20 gross per additional litre until the tank is completely filled up. Fuel, gas bottles and functioning costs are at the expense of the leaseholder during the hire time.

**3.9.** In order to return the motorhome to a different hire office it is necessary for the leaseholder to sign a special agreement with the lessor and to pay the corresponding cost for this service, which must be settled prior to the collection of the vehicle.

## 4. BOOKING DETAILS

**4.1.** Bookings will only be binding after the lessor confirms his availability, according to section 4.2, and exclusively for vehicle groups, not for vehicle models. This fact will also be valid when a concrete model is used as an example in the description of a vehicle group.

**4.2.** Bookings will not be effective nor binding until the leaseholder pays a minimum of 30% of the hire total price. The cancellation of a booking already confirmed by the lessor will imply a fee of:

- Up to 50 days before the beginning of the hire, the 15% of the hire price.
- Between 49 and 15 days before the beginning of the hire, the 50% of the hire price.
- Less than 15 days before the beginning of the hire, the 80% of the hire price.
- The same day, in case the vehicle is not collected, the 95% of the hire price.

## 5. PAYMENT CONDITIONS, DEPOSIT.

**5.1.** The hire price settled according to the booking dates shall be deposited in the account provided by the lessor, at the latest 14 days before the beginning of the hire.

**5.2.** In addition, and at the latest at the moment of the vehicle collection, the leaseholder shall pay a € 700 deposit by credit card in terms of guaranteeing compliance with the obligations signed in this contract.

**5.3.** For short-term bookings (which means less than 14 days before the hire date), the deposit and the hire price will be due immediately.

**5.4.** The deposit may be returned after the motorhome is examined by the lessor company. In case of damage due to an inappropriate use, the company will set the owed amount, which will be deducted from the deposit. The leaseholder must accept the payment of the difference in case the damage expenses exceed the amount of the deposit. Should the immediate damage valuation be impossible, the lessor shall be granted a period of 30 days to effect the liquidation and return the deposit, if applicable, or claim the difference between this and the damage expenses. In the event of an accident, the amount of the fully comprehensive insurance excess will also be deducted from the deposit. In case the lessor has to pay the leaseholder a compensation for the hire price paid in advance, that amount shall be returned together with the deposit.

**5.5.** The leaseholder specifically undertakes to pay the lessor:

1. At the motorhome return, the mileage amount in the case of 3 or under-day hires, taking into account not only the prices which may be effective by that time but also the additional charges derived from the application of these hire General Terms and Conditions.

2. Additional charges which proceed from the vehicle being returned in any other place or town without the authorisation of the lessor.

3. The amount of fines of any kind, judicial and extrajudicial expenses derived from any traffic or other type of offence, which may be targeted to the vehicle, the leaseholder or the lessor, arising from the time in which this hire contract is valid, unless they have been occasioned under the responsibility of the lessor.

4. Should the vehicle be retained or confiscated due to the leaseholder, all the expenses shall be charged to him, including the lost profits of the lessor company during the time the vehicle is immobilised.

5. Lessor expenses (including lawyers and barristers fees) for claiming the amounts owed by the leaseholder according to this contract.

6. In case of accident or robbery/theft (whether total or partial), the leaseholder shall meet a € 700 cost for the loss, as the vehicle is provided with a fully comprehensive insurance with excess (it does not include the personal effects of the leaseholder and companions).

The previous expenses are hereby specified in an expository but not limited manner, and include any type of expense the lessor must meet being responsibility of the leaseholder. The return of the deposit is subject to this payment commitment.

**5.6.** If the payment is delayed on behalf of the leaseholder default interests will be charged in accordance to current provisions.

## 6. COLLECTING AND RETURNING THE VEHICLE.

**6.1.** Prior to the beginning of the journey it is obligatory for the leaseholder to be given by the company experts a thorough introduction to the hired motorhome at the collecting point (Check Out). Additionally, a delivery certificate containing the vehicle condition shall be prepared, and this document must be signed by both the lessor and the leaseholder. The lessor may refuse to deliver the vehicle until it is not examined.

**6.2.** When returning the vehicle it is also obligatory for the leaseholder to perform a last review of the motorhome together with the hire company employees. THE LESSOR SHALL HAVE 48 HOURS TO DETECT ANY KIND OF FLAWS WHICH COULD NOT HAVE BEEN DETECTED WHEN THE VEHICLE WAS RETURNED, (before returning the deposit), and must inform the leaseholder within this timeframe. Those flaws not listed in the delivery certificate but found in the further review at the repair shop will be charged to the leaseholder, regardless of the fact that the deposit could have

already been returned. The lack of signing the return certificate (Check In) shall not exempt the leaseholder from his liabilities.

**6.3.** Generally, motorhomes will be available for collection Monday to Friday, from 4 p.m. to 7 p.m.; and, for returning, Monday to Friday, from 10 a.m. to 12 a.m. The times specified in the hire contract will be considered agreed by both parts. Collections and returns on Saturdays must be arranged and agreed in advance, and will be subject to an additional remuneration in accordance with current rates.

**6.4.** Those delays in returning the motorhome which last several full days without a previous authorisation from the leaseholder will be penalized with a daily rate triple the amount specified in the contract. Should any justified force majeure prevent the vehicle return on the agreed day this cause must be immediately communicated to the lessor in order to obtain his approval; otherwise it will be regarded as a non-authorised delay.

**6.5.** If the leaseholder wants to extend the hire he must request it at least three days before the contract concludes. The possible confirmation of the hire extension will be subject to the availability of the lessor at the moment, who does not accept any prior obligation in this regard.

**6.6.** The dates set in the hire contract shall be strictly adhered to. Any variation must be previously authorised by the lessor. The default of this term enables the lessor to take charge of the vehicle or judicially require it. The lessor reserves the right to obtain the return of the vehicle at any time during the validity of the present contract if its utilisation contravenes the obligations set herein.

**6.7.** If the leaseholder could not be present at the moment of the motorhome return for its review due to causes he is responsible of, key returning to a postbox or non-availability, and any damage is found in the vehicle, the leaseholder shall accept the assessment of the damages resulting from the hire office employees examination.

**6.8.** The vehicle must be returned internally clean, and with wastewater and toilet tanks empty and clean. Otherwise this fact will imply an additional € 120 cleaning charge.

**6.9.** The fact of filling up with or putting into the potable water tank, diesel or any other fuel, or vice versa, will incur a € 700 penalty.

## **7. FORBIDDEN USES, MAINTENANCE AND PROTECTION DUTIES.**

**7.1.** The leaseholder admits that he receives the motorhome in perfect mechanical condition, provided with the required documentation and with the appropriate tools, tyres and accessories, and hereby undertakes to keep it in good condition. Additionally, the leaseholder commits to respect the obligations and limitations set by the current traffic regulations in every moment, and agrees that he:

1. Shall not allow anyone to drive the vehicle except for him and the authorised drivers.
2. Shall not have any more passengers than specified in the vehicle documentation.
3. Shall not use the vehicle for carrying passengers for hire or reward, or for any other use not included in the contract.
4. Shall not transport any kind of goods, drugs and toxic or flammable products.
5. Shall not give its use up to a third party on a profitable basis, and shall not assist delinquents.
6. Shall not commit crimes, even though they were only penalised according to current law in the place of the facts.
7. Shall not drive the vehicle under inferior physical condition due to alcohol, drugs, fatigue or illness.
8. Shall not move out of the road network or travel in an inappropriate land, nor participate with the vehicle in sports or resistance competitions or races, as these could damage it.
9. Shall not use the vehicle to push or tow other vehicles or trailers.
10. Shall not unseal or manipulate the odometer and shall immediately inform the lessor if finding any breakdown in it.
11. Shall only be authorised to travel with the hired vehicle through the following countries: Germany, Andorra, Austria, Belgium, Bulgaria, Czech Republic, Cyprus, Croatia, Denmark, Slovakian Republic, Slovenia, Spain, Estonia, Finland, France, Great Britain, Greece, Holland, Hungary, Ireland, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Romania, Sweden, Switzerland, Albania, Belarus, Bosnia-Herzegovina, Macedonia, Moldova, Serbia, Tunisia and Ukraine. Explicit authorisation from the lessor is required in order to travel to Morocco.
12. Shall not travel, under any circumstances, through any country at war or where there is an armed conflict.
13. Shall have the vehicle adequately parked and safeguarded when not using it, and shall protect it from frosts, hailstorms or any other atmospheric phenomenon that could harm it.
14. Shall not alter any of the technical characteristics of the vehicle, nor the keys, locks, equipment, tools and/or accessories, and neither shall carry out any external or interior modification, unless authorised by the lessor in writing. When infringing this point the leaseholder shall meet not only the cost of the reconditioning but also a compensation for the vehicle immobilisation until its complete repair.

**7.2.** The vehicle must be cared for and properly treated and locked. Technical specifications must be taken into account, as well as regulations applicable to its use. The vehicle condition, specially water and oil levels and tyres pressure, must be checked regularly. The leaseholder commits to frequently verify the perfect condition of the vehicle in order to travel safely.

**7.3.** Smoking is forbidden in any of the vehicles. The leaseholder shall be liable, and therefore cover the costs, in case any air circulation or tobacco smell elimination expenses arise, including the losses due to the inability to hire the vehicle during the cleaning time. Concerning pets, all animals have to be expressly approved by the lessor, without prejudice to

the fact that, for this circumstance, the leaseholder shall deposit a €150 additional excess. The leaseholder must ensure his pet travels safely and according to current regulations. Animals must be conveniently vaccinated and corresponding restrictions must be fulfilled. The vehicle must be returned as clean as when collected and without any smells. Cleaning expenses due to the default of any of these terms will be charged to the leaseholder.

**7.4.** When howsoever infringing the provisions in sections 7.1, 7.2 and 7.3, the lessor may rescind the hire contract immediately.

## **8. INSTRUCTIONS IN THE EVENT OF AN ACCIDENT.**

**8.1.** Should an accident, robbery/theft, fire or damage caused by wild animals occur, the leaseholder must inform both the police and the lessor immediately (the telephone number of the lessor appears in the hire contract), no later than the following working day after the accident. Contrary claims will be inadmissible.

**8.2.** The responsibility of the incident will never be recognised or prejudged by the lessor, unless in the case of the "European Accident Statement". The leaseholder must obtain the details of the opposing party and the witnesses, and must send them to the lessor together with the information of the accident in the indicated period. The leaseholder shall notify the authorities immediately when the opposite is the guilty party or has however caused the accident. The accident report must be duly filled out and signed, and delivered to the lessor, at the latest, by the motorhome return. This document must include: the name and address of those involved, their driving licenses details, the opposing insurance company name and policy number, the details of the possible witnesses and the number plates of the affected vehicles.

**8.3.** In case of robbery or theft of the vehicle it shall be reported to the competent authority immediately. The leaseholder shall also serve and submit a copy of the complaint to the lessor, together with the vehicle keys, in a maximum period of 24 hour, otherwise the insurance and coverage contracted should render ineffective.

**8.4.** Even in damages without an opposing party, whatever their importance is, the leaseholder must prepare a thorough report, as well as a sketch, for the lessor. When not, the leaseholder would be impeding the insurance company from paying for the damages, and would therefore be obliged to pay for the corresponding amount in full himself.

**8.5.** The leaseholder may not abandon the motorhome without taking the required measures to protect it and safeguard it. He shall also make contact with the roadside assistance company already set with the insurance company when necessary.

**8.6.** Failure to comply with these measures, if applicable, will mean the lessor may demand the leaseholder for the damages due to his negligence, including the lost profits of the lessor during the motorhome immobilisation.

## **9. MOTORHOME DEFECTS.**

**9.1.** The leaseholder will have no right to compensation for damages when these do not derive from defects attributable to the lessor.

**9.2.** When returning the vehicle the leaseholder must indicate to the lessor in writing those defects detected in the motorhome or in its equipment during the hire time. Rights to compensation for damages indicated subsequently are excluded, unless motivated by a non-evident damage.

## **10. REPAIRS, REPLACEMENT VEHICLES.**

**10.1.** The lessor accepts the responsibility for the normal mechanical wear of the vehicle. When it may be advisable according to the duration of the journey or the road condition the necessary chassis-engine maintenance operations will be carried out by the official technical service of the motorhome brand.

**10.2.** The driver shall stop the vehicle as soon as possible when any signal is lit indicating a fault in its operation. Immediately thereafter, the driver must make contact with the lessor or with the roadside assistance company set up by the lessor, (exclusively, not with any other road assistant company) and must only turn to an official chassis-engine service, unless expressly authorised by the lessor.

**10.3.** The leaseholder may order repairs that are necessary to ensure safety in the operation and circulation of the vehicle during the hire period and that do not exceed € 150. To this effect, only the endorsement of the lessor will be necessary. The latter will assume the costs of the repair if the original supporting documents and the parts replaced are delivered to him, providing that the leaseholder is not responsible for the damage according to section 11. Damages affecting tyres are excluded from this regulation.

**10.4.** In the event that this kind of repair is necessary due to a damage attributable to the lessor, and the leaseholder could not take charge of it, the latter must promptly inform the lessor of that damage and grant a reasonable period of time for its repair. The lessor will not be responsible for the specific conditions of each country (for example, infrastructure), which entail a delay when carrying out the repair.

**10.5.** In the event of any breakdown in the elements of the passenger compartment the leaseholder shall immediately notify the lessor, who will give the appropriate instructions for its repair.

**10.6.** In the event that, without any fault on the part of the leaseholder, the motorhome is targeted for serious damage, or foreseen as unusable for a long period of time or removed from circulation, the lessor should check his availability to offer the leaseholder a suitable replacement vehicle, equivalent or higher in terms of number of seats. Thus, a contract rescission should be excluded.

**10.7.** In the event that, with fault on the part of the leaseholder, the motorhome is targeted for serious damage, or foreseen as unusable for a long period of time or removed from circulation, the lessor may refuse to offer a replacement vehicle. In this case a contract rescission by the leaseholder should be excluded. And if the lessor could offer the leaseholder a suitable replacement vehicle, the latter should be charged with any eventual expenses derived from it.

## **11. LIABILITIES OF THE LEASEHOLDER, FULLY COMPREHENSIVE INSURANCE.**

**11.1.** According to the principles of the fully comprehensive insurance, in case of total damage the lessor will exempt the leaseholder from the liabilities for material damage, although the leaseholder shall assume a € 700 excess.

**11.2.** The leaseholder shall be in no way whatsoever exempted from his liabilities, whether civil, administrative, criminal or any other, when these are the result of a malicious accident or behavior, and shall not be exempted either from those civil liabilities derived from events or circumstances not considered in the insurance policy.

**11.3.** The exemption from the liability mentioned in section 11.1 will not be effective if the leaseholder omits any of the rules indicated in section 8.

**11.4.** The exemption from responsibility mentioned in section 11.1 will not apply if the leaseholder has caused damage in a premeditated or negligent way.

**11.5.** Likewise, the leaseholder shall be responsible in case of deceitful behaviour in the following assumptions:

1. If the leaseholder does not respect the regulations and the current traffic code of the country where he is travelling though.

2. If the damage is due to reckless driving because of the effects of drugs or alcohol.

3. If the leaseholder, or the driver to whom the first has lent the vehicle, escapes in the event of an accident.

4. If the leaseholder, against the obligation established in section 8, does not notify the police in case of an accident, unless this infraction does not influence the verification of the damage causes or extent.

5. If the leaseholder infringes any other obligations in section 8, unless this infraction does not influence the verification of the damage causes or extent.

6. If the damages are due to any of the forbidden uses mentioned in section 7.1.

7. If the damages are due to an infraction of the obligation stated at section 7.2.

8. If the damage has been caused by an unauthorised driver to whom the leaseholder has lent the vehicle.

9. If the damage has been caused for not taking into account the dimensions of the vehicle (height, length, width).

10. If the damages derive from the fact that the provisions concerning extra burden have not been fulfilled.

**11.6.** The leaseholder shall be responsible for all the expenses, fees, fines and penalties related to the use of the vehicle, which may be claimed to the lessor, except if these arise from causes attributable to the latter.

**11.7.** If there were more leaseholders, they shall be considered as joint and several debtors.

## **12. LIABILITIES OF THE LESSOR, PRESCRIPTION**

**12.1.** The lessor delivers the vehicle in perfect condition, after carrying out the pertinent checks and maintenance necessary for its correct operation. The lessor will not be responsible for mechanical errors or faults due to its normal deterioration, nor will he be responsible for expenses, delays or damages happened, directly or indirectly, as a result of such errors or faults.

**12.2.** If, due to force majeure, accidental motives or reasons unattributable to the lessor, the motorhome could not be delivered on the agreed date, this fact will not entitle the leaseholder to any compensation, except to the return of the amount paid for booking.

**12.3.** The lessor does not take before the leaseholder any responsibility for the car or vehicle, property of the latter, that may stay parked for free at the hire office premises during the hire period of the motorhome.

## **13. JURISDICTION.**

In the case of lawsuits arising from or related to the motorhome hire contract, and with non-compliance with the conditions provided by this contract, lessor and leaseholder hereby agree that only the jurisdiction corresponding to the hire office will apply.

**THE LESSOR**

**THE LEASEHOLDER**