

# General Terms and Conditions for Renting a Motor Vehicle

## 1. Terms

These General Terms and Conditions (hereinafter referred to as "GTC") form an integral part of the motor vehicle Rental Contract. The Subject of the Lease (hereinafter referred to as the "motor vehicle") is defined in the Rental Contract (hereinafter referred to "contract").

The Lessor is:

Peter Poliak – purecampers, Hradská 7 / E, Bratislava, 82107, IČO: 40890619, DIČ: 1070952476

IBAN: SK871100000002949085476

TATRA BANKA A.S., HODZOVO NAMESTIE 3, Bratislava, Slovakia

SWIFT / BIC: TATRSKBX

hereinafter referred to as the "lessor".

The Lessee is defined in the rental contract (hereinafter referred to as the "lessee").

By submitting a reservation form via purecampers.eu (or by creating a reservation in a different way) and/or by signing the contract, both the lessor and the lessee bind themselves to follow these GTC and fulfil all their responsibilities that arise from these GTC.

## 2. Driver and second driver

Only a person defined in the contract as a lessee or co-driver may drive a motor vehicle.

The lessee of the motor vehicle and the second driver must have, on the day of taking over the motor vehicle, a driving license for group B, valid for at least two years, driving experience of at least two years and at least 24 years of age, valid identity card or passport which they submit on the date of signature of the contract.

## 3. Handing over the vehicle to the lessee

The motor vehicle is handed over to the lessee at a mutually agreed time, at the lessor's address, unless the parties have agreed otherwise. The lessor hands over the motor vehicle with an explanation and a short trial drive.

In the event that the lessor is unable to provide the lessee with the agreed motor vehicle properly and on time, through no fault of his own or force majeure, the lessor undertakes to return the full amount of rent with other fees paid to the lessee no later than 7 working days after finding out, that the rented motor vehicle will not be available for rental.

## 4. Vehicle condition

The motor vehicle is handed over by the lessor in a fully adequate condition with a valid technical and emission control on the day of the start of the lease. It is returned by the lessee at the end of the lease in the exact same condition as it was handed over. All obvious damage and known defects existing at the start of the rental shall be identified and recorded in the contract and signed by both parties. All damage and malfunctions not marked in the

contract are considered to have occurred during the use of the motor vehicle by the lessee and the lessee is liable for damages and any additional penalties/fines issued to them by the lessor, arising from these GTC.

The motor vehicle is handed over to the lessee inspected, cleaned (interior, exterior, filled propane-butane bottle, full water tank) and with the relevant valid documents for travel in European countries as well as with added service fluids, with a full fuel tank and highway vignette (toll road sticker) for the Slovak Republic. The lessee pays for the consumed fuel themselves.

## 5. Use of a motor vehicle & penalties for its misuse

The lessee undertakes to use the motor vehicle exclusively for its purpose. The purpose of the motor vehicle is exclusively for transport and accommodation of persons for the purpose of recreation, the number of passengers and accommodated persons may not exceed the number specified in the reservation).

The lessee is not entitled to use the motor vehicle for anything else than its purpose, in particular:

- for the carriage of goods
- for the carriage of passengers or goods for remuneration
- for the carriage and accommodation of more persons as the number specified in the reservation
- for propelling or towing any vehicle or trailer
- within automotive sports events
- drive under the influence of alcohol or drugs
- have any persons in the "accommodation" space of the vehicle while driving
- drive off-road (any un-paved road);

Furthermore, the lessee is not entitled to use the motor vehicle outside the EU, the European Economic Area and Switzerland, unless otherwise agreed in writing between the lessor and the lessee.

Use of a motor vehicle for anything else than its purpose, its use by a person other than the agreed person or outside the agreed territory is considered a serious breach of contract, in **which the lessor is entitled to invoice the lessee a contractual penalty of 500, - Eur** (in words: five hundred euros) chargeable from the deposit or otherwise payable within 7 days from the day of returning the motor vehicle. Payment of the contractual penalty does not affect the lessor's right to receive full financial coverage from the lessee for all damages caused during the rental period.

The lessee undertakes to carefully load, use and protect the motor vehicle during the rental period. It further undertakes not to leave the motor vehicle unlocked. The lessee undertakes to perform a regular inspection of the condition of service fluids, if necessary to perform basic maintenance, which includes the inspection of engine oil and the prescribed tire pressure. The insurance cover of the vehicle does not cover tires, damage to the lower part of the motor vehicle, equipment and facilities as well as personal belongings of the lessee, or the damage for which the lessee is responsible.

Smoking is not allowed in the whole motor vehicle. In case of violation of this rule a penalty will be applied against the tenant in the amount of the value of actual costs necessary for professional cleaning of the interior or replacement of damaged items (deep cleaning of upholstery, carpets, washing curtains, upholstery repair, etc.).

## 6. Return of the vehicle to the lessor

The lessee shall return the motor vehicle on time and on the specified date in the contract in an undamaged condition (in which he took it over in accordance with the contract), including complete, undamaged, functional accessories and their components, the receipt of which the lessee confirmed by his signature on the contract. The lessee returns the motor vehicle cleaned and with a full tank of fuel.

## 7. Reservation, rental price and cancellation

### Reservation and rental price

The contracting parties (lessor and lessee) have agreed that the price for renting a motor vehicle will be specified in the reservation (electronically on the lessor's website, by phone or e-mail), and after sending the reservation an advance invoice will be delivered to the lessee at the email address stated in the reservation form, in the amount of 1/3 of the total rental price and with a payment deadline of 5 days from the date of booking. By crediting the deposit to the lessor's account, the reservation becomes binding and blocks the agreed dates in the reservation calendar.

After paying the advance invoice, the landlord will deliver second invoice to the tenant's email address specified in the booking form, for the remaining part of the rental price. This is due no later than 10 days before the start of the motor vehicle rental.

If the reservation of the vehicle is made 10 or less days before the start of the lease, the lessee pays the entire amount of the lease at once (this is not divided into an advance payment and the rest of the lease).

### Cancellation

The lessee has the right to cancel the binding reservation more than 30 days before the start of the lease.

Cancellation is governed by the following rules:

- **Cancellation more than 30 days** (and inclusive) before the date of collection - the deposit and other payments are refunded in full
- **Cancellation less than 30 days** before the intended date of motor vehicle collection - the deposit and other payments will not be refunded

In the event of early return of the motor vehicle by the lessee, there is no right to return an aliquot part of the lease.

The lessor reserves the right to cancel the binding reservation in the event of a serious failure of the motor vehicle (accident, damage requiring immediate repair, etc.). In such a case, the landlord informs the tenant of this situation and returns all payments credited to him in full.

## 8. Deposit

The deposit is in the amount of:

1.000 € per vehicle VW LT35 "Big banana"

700 € per vehicle VW T4 "Mountain hut"

1000 € per vehicle VW T5 "Dromedar"

The lessor is entitled to keep the deposit or its part for any contractual penalties, damage, sanctions and other monetary expenses, which the lessor is obliged to pay for the lessee.

The deposit serves to cover damages to the vehicle not covered by the insurance conditions, as well as to cover other costs arising at the time of motor vehicle return to the lessor. The lessor is entitled to charge any amount from the deposit directly and immediately after receiving the vehicle back, in form of a contractual penalty.

If the damage cannot be determined when handing over the motor vehicle, the lessor is entitled to withhold the deposit until the costs to recover damages are quantified. The lessee undertakes to reimburse the lessor for any damage and related operational or other costs caused at the time of the lease, which are not covered by the insurance company, even if the amount of damages exceeds the specified deposit. The lessor will issue a proper tax document for all such payments.

Without the payment of the rent and the deposit in full, the motor vehicle will not be handed over to the lessee for rent. The deposit is paid by bank transfer to the lessor's account no later than 10 days before the start of the rental or

in cash upon vehicle pick-up at lessor's premises. If no damages arise from the rental period, the deposit is returned to the lessee in the same way as it was paid.

## 9. Costs

The lessee shall bear all costs related to the operation of the motor vehicle and incurred during the rental period. These are, in particular, fuel prices, road fines, repair costs incurred during the use of a motor vehicle related to damage caused by the lessee, repair of damaged tires.

## 10. Modifications to the vehicle

It is forbidden to make any modifications to the motor vehicle - gluing, screwing, drilling, etc. The lessee is responsible for ensuring that extremely heavy, flammable, dusty, smelly or polluting items are not transported in the motor vehicle. Any repairs or interventions that need to be made at the time of renting the motor vehicle must be consulted with the landlord in advance.

## 11. Traffic offenses

At the time of renting a motor vehicle, the lessee is responsible for compliance with all traffic and legal regulations, for the violation of which he bears full legal responsibility for the entire length of the rental period of the motor vehicle. In the event that a fine is delivered to the lessor for violating traffic regulations within the period of renting a motor vehicle, this fine will be invoiced to the lessee together with an administrative fee of 10 €.

The lessee undertakes to pay this fine in full within 10 days of receiving a request for payment from the lessor.

## 12. Accident / Vehicle damage and compensation

In the event of damage to a motor vehicle, traffic accident or other extraordinary event, the lessee shall immediately take the following steps:

- call the police
- contact the landlord's insurer's assistance services by telephone
- document the event, in the event of a traffic accident, fill out the accident record together with the addresses and names of the witnesses
- create photo documentation of the accident
- do not accept any claims of any third party
- contact the lessor by phone

The lessee is obliged to compensate the lessor for the damage that will arise during the contract on the motor vehicle. At the same time, the lessee is obliged to pay all fees, sanctions and other monetary benefits that arise or will be submitted to the lessor as the holder of the motor vehicle for payment, for the rental period.

The lessee is also liable for damage and costs incurred by the lessor in the event of loss of documents from the motor vehicle, in the event that the documents from the motor vehicle will be retained by a public authority due to the fault of the lessee or for a reason for which the lessee is responsible.

In the event of the lessee's obligation under the previous point, the lessee is obliged to proceed in such a way that within 15 days of the lessor's written request, he pays the incurred damage to the bank account specified in the written request.

The lessee is liable for all damage that arises as a result of their handling of the vehicle, from the moment the vehicle is handed over to the lessee until the moment of its proper and timely return to the lessor, except for normal wear and tear.

### 13. Theft of a motor vehicle

In the event of theft of a motor vehicle, the lessee is immediately obliged to:

- contact the police
- contact the lessor
- write record of theft
- hand over to the lessor one copy of the record of theft together with the keys and documents taken from the motor vehicle

In the event that any of these points are not met, the lessee undertakes to bear the damage and pay it in full to the lessor within 15 days of the damage.

### 14. Fault

In the event of a breakdown or malfunction of the motor vehicle and its components, the lessee immediately contacts the lessor and will follow his instructions. The lessor will take all necessary steps to eliminate these defects.

In the event of a breakdown of the motor vehicle not caused by the lessee, of a nature that prevents its safe mobility, the lessor undertakes to provide a replacement vehicle within 24 hours. In the event that the lessor does not have such a vehicle at the time in question, he will ensure the transport of all passengers to the place of collection of the vehicle. In this case, the full amount for the unused rental days in an aliquot amount will be refunded to the tenant.

### 15. Final provisions

1. These GTC may be amended only in writing by the lessor.
2. If any of the provisions of these GTC is or becomes invalid or ineffective, it shall not affect the other provisions of these GTC, which shall remain valid and effective.
3. The Contracting Parties (lessee and lessor) declare that they have mutually understood the provisions of the GTC in terms of content and scope, they express their free and serious will. At the moment of booking the motor vehicle, the tenant agrees with these GTC.

