

# General terms and conditions for campervan rental

Version: 02 , effective date: 19.03.2024

## 1. Validity

These General Terms and Conditions of Contract (hereinafter referred to as "GTC") form an integral part of Vehicle Rental Contract (hereinafter referred to as the "Contract") between the Renter named in the Contract (hereinafter referred to as the "Renter") and the Owner defined in the Contract (hereinafter referred to as "Purecampers" or "Owner").

The object of rent (hereinafter referred to as the "Vehicle") is defined in the Contract.

For the purposes of these GTC, the Owner and the Renter are hereinafter collectively referred to as "Parties".

## 2. Driver and co-driver

Only the person defined in the Contract as the Renter or as the "Second driver" (hereafter referred to as Second driver) may drive the Vehicle.

The Renter and the Second driver must hold a driving licence for Group B, valid for at least two years, driving experience of at least two years and at least 24 years of age, a valid identity card, or a valid passport, which the Renter and the Second driver shall present to the Owner at the latest on the day of signing of the Contract.

## 3. Handover of the Vehicle to the Renter

The Vehicle shall be handed over to the Renter at a mutually agreed time, at the headquarters of the Owner, unless the Parties have agreed otherwise.

The Owner shall hand over the Vehicle in a roadworthy condition (as described in paragraph 4 below) with an explanation of its operation.

The Owner shall hand over the Vehicle to the Renter together with the technical licence from the Vehicle (small technical licence), the emission and technical inspection certificate (cards) and the confirmation of payment of the compulsory insurance (in Slovak known as “PZP”) (hereinafter collectively referred to as “The Documents”).

#### **4. Condition of the Vehicle**

The Vehicle shall be handed over in a condition fully fit for the agreed use together with technical and emission inspection valid for the entire duration of the Vehicle rental.

All apparent damage and known defects shall be noted and recorded in the Pick-up protocol), which is part of the Contract. The Pick-up protocol must be signed by both Parties. All damages and defects not indicated in the Pick-up protocol shall be deemed to have occurred during the Renter’s use of the Vehicle and the Renter shall be financially responsible for these damages.

The Vehicle shall be handed over to the Renter inspected, cleaned (interior, exterior, filled propane-butane cylinder, full water tank) and with the relevant valid Documents for travel in European countries as well as with the operating fluids topped up, with a full tank of fuel and a vignette for the Slovak Republic.

The fuel consumed is paid for by the Renter. The Vehicle shall be returned with a full tank of the correct type of fuel.

#### **5. Use of the Vehicle**

The Renter undertakes to use the Vehicle exclusively for its purpose, which is transport and accommodation of persons for the purpose of recreation and in accordance with the applicable legislation. The number of passengers and persons accommodated in the Vehicle must not exceed the number specified at the time of booking.

The Renter is not entitled to use the Vehicle contrary to the purpose for which it is intended, in particular:

- for the carriage of goods,
- for the carriage of persons or goods for remuneration,
- to drive or tow any vehicle or trailer,

- in the context of automobile (motor) sporting events,
- by drivers under the influence of alcohol or drugs,
- for transport off paved roads (off-road).

Furthermore, the Renter is not entitled to use the Vehicle outside the EU, European Economic Area and Switzerland, unless this has been agreed between the Owner and the Renter and the Owner had agreed in writing before the reservation was made.

Use of the Vehicle contrary to the purpose for which the Vehicle is intended to be used, use of the Vehicle by other than the agreed person(s) or outside of the agreed geographic area or off paved roads (off-road) shall be considered a serious breach of contract for which the Owner shall be entitled to charge the Renter a contractual penalty of 500 EUR per case violation.

Payment of the contractual penalty shall not affect the Owner's right to compensation for damages.

The contractual penalty shall be payable within 7 days of receipt of the request for payment to the Renter.

The agreement or payment of the contractual penalty shall not affect the Owner's right to claim compensation for damages and compensation for a loss of profit caused by a violation of these GTCs by the Renter.

The Owner is entitled to terminate the Contract and thereby the rental period of the Vehicle immediately and to retain the deposit paid by the Renter if:

- the Renter grossly violates the applicable legislation (road traffic rules),
- the Vehicle is exposed to the risk of damage by deliberate intent, or the Renter uses the Vehicle contrary to its purpose stated above in this Article 4.

The Renter undertakes to handle the Vehicle with care during the rental period defined in the Contract, to protect it and to act so as not to cause any damage to the Vehicle. Furthermore, the Renter undertakes not to leave the Vehicle unlocked. The Renter undertakes to carry out regular checks of the condition of the operating fluids, carry out basic maintenance if necessary, which includes checking the engine oil and the prescribed tyre pressure.

The insurance cover of the Vehicle does not cover tyres, damage to the underside of the Vehicle, Vehicle's equipment, interior and exterior

furnishings of the Vehicle as well as the Renter's personal belongings, and thus any damage to those and the costs resulting therefrom are the responsibility of the Renter.

Smoking is not permitted in the entire Vehicle. In the event of a breach of this prohibition, the Renter will be liable to pay the value of the actual costs necessary for professional cleaning of the interior or replacement of the damaged items (cleaning, washing, repairing and/or replacements of upholstery, curtains, carpets, other textiles and/or furnishings etc.) and a contractual penalty of EUR 200 for each infringement.

The contractual penalty shall be payable within 7 days of the date of receipt of the request for payment by the Renter.

The agreement or payment of the contractual penalty shall not affect the Owner's right to claim compensation for damages and compensation for a loss of profit caused by a violation of these GTCs by the Renter.

In the event of a breach of the rules governing the use of the Vehicle, the Renter undertakes to pay all damage of the Vehicle, the contractual penalties resulting therefrom and any loss of profit to the Owner in the event that the Vehicle has been damaged and cannot be leased to another Renter(s). The Renter has to pay the given value within 7 days of the date of receipt of the request for payment by the Renter.

Lost profit for the purposes of these GTC shall be calculated as the amount of rent for each calendar day that the Vehicle could not be leased to the next renter due to repairs resulting from a breach of the rules of use of the Vehicle.

## **6. Return of the Vehicle to the Owner**

The Renter shall return the Vehicle on time, on the specified date, at the specified place and in undamaged condition (in the condition in which it was taken over in accordance with the Pick-up protocol), subject to normal wear and tear.

All accessories and equipment of the Vehicle and parts thereof, or other items which the Renter has taken over confirmed by his/her signature on the Pick-up protocol, must also be returned in a complete, undamaged and functional condition.

The Renter shall return the Vehicle with a cleaned interior and a full tank of suitable fuel.

The modifications to the Vehicle which the Renter has made with the Owner's written consent, do not need to be brought back to the original state at the end of the rental period.

If the Renter fails to return the Vehicle with a full tank of suitable fuel, the Renter shall pay the Owner the actual cost of refuelling. The Owner may notify the Renter of the obligation to pay the actual refuelling costs within 5 days from the end of the rental period defined in the Contract. The Renter shall pay the actual cost of refuelling within 7 days of the date of receipt of the request for payment.

If the Renter does not return the Vehicle at a predetermined time and date and on the agreed place, which are defined in the Contract, the Owner can claim a contractual penalty. In case of a delay of more than 2 hours, the Owner will claim a contractual penalty of EUR 20 for each additional hour of the delay. The contractual penalty is due within 7 days from the date of delivery of the request for payment to the Renter.

Agreement or payment of a contractual penalty does not affect the Owner's right to claim the costs of damages and lost profits.

In case of missing or damaged Vehicle equipment or accessories, the Owner is entitled to demand compensation from the Renter for damages and any lost profit.

If the Renter returns the Vehicle dirty, the Owner is entitled to claim a contractual penalty of EUR 100. The contractual penalty is payable within 7 days from the date of delivery of the request for payment to the Renter.

Agreement or payment of a contractual penalty does not affect the Owner's right to demand further compensation for damage and lost profit defined in article 5 of this contract.

If professional cleaning of the interior is necessary, the Owner can further claim compensation in the amount of the actual costs of professional cleaning of the Vehicle.

## 7. Reservation, rental price and cancellation

### a. Reservation and rental price

The contracting Parties have agreed that the price for renting a Vehicle will be specified when the reservation is made (electronically on the Owner's website, by phone, or by email).

After submitting the reservation on the Owner's website, the first invoice in the amount of 1/3 of the total rental price will be sent to the email address specified in the reservation. This invoice will be due 5 days from the date of making the reservation.

By crediting the first payment to the Owner's account, the reservation becomes binding and serves for blocking the rental period dates for the future Renter who made the reservation.

After the payment of the first invoice, the Owner will deliver to the Renter's email address (stated in the reservation form), a second invoice for the remaining part of the rental price (2/3 of the rental price). This second invoice is payable no later than 30 days before the start of the Vehicle rental period.

If the Vehicle reservation is made 30 days or less before the start of the rental period, the Renter pays the entire rental amount at once. In this case, it will not be divided into the first and second payment/invoice.

### b. Cancellation

The Renter has the right to cancel a binding reservation more than 30 days before the start of the rental period.

Cancellation fees are governed by the following rules:

- **cancellation more than 30 days** (and including) before the pick-up date - first payment ( $\frac{1}{3}$  of rental price) is returned in full
- **cancellation less than 30 days before** the pick-up date - paid rental price for the Vehicle is not refunded

In case of early return of the Vehicle by the Renter, there is no right to return aliquot part of the rent.

The Owner reserves the right to cancel a binding reservation in a serious case of a breakdown or incapacity of the Vehicle (accident, damage requiring immediate repair, etc.). In that case, the Owner informs the Renter about this situation and returns to him/her all payments already made for the rental of the Vehicle in full, including the deposit, if it has already been paid. All of these refunds will be made within 7 working days of the notification of cancellation to the Renter.

## **8. Refundable security / deposit**

The refundable security deposit is in the amount of:

- €700 for Vehicle VW T4 "Mountain hut"
- €1,000 for Vehicle VW LT35 "Big banana"
- €1,000 for Vehicle VW T5 "Dromedar"
- €1,000 for Vehicle VW T5 "Gurumobil"
- €1,200 for Vehicle VW Crafter "Crafty"

The Owner is entitled to keep the deposit to cover any contractual fines, compensation for damage to the Vehicle, penalties and other monetary payments that the Owner is obliged to pay on behalf of the Renter, or other payments that the Renter is obliged to pay.

If the damage cannot be determined when returning the Vehicle to the Owner, the Owner is entitled to keep the deposit until the cost of the damage is calculated.

The Renter undertakes to compensate the Owner for all damages caused during the rental period and the costs associated with them, which are not covered by the insurance company even if the costs of the damage/damages exceed the specified deposit. The Renter is obliged to pay these costs within 7 days of notification by the Owner.

Without paying the rental price and the deposit in full, the Vehicle will not be released to the Renter for rent.

The deposit is paid by transfer to the Owner's bank account no later than 5 days before the start of the Vehicle rental period. The deposit is returned in

the same way as it was paid - by bank transfer within 5 days from the end of the Vehicle rental period.

## **9. Costs incurred during the Vehicle rental period**

The Renter bears all costs related to the operation of the Vehicle and incurred during the rental period. These are mainly fuel prices, tolls, fines, and repair costs incurred during the use of the Vehicle related to damage caused by the Renter, costs to repair damaged tires or flat tires.

In the event that repairs need to be made to the Vehicle during the Vehicle rental period, except repair of damaged tires, the Renter must notify the Owner before they are carried out and obtain his written consent. All repairs of the Vehicle must be carried out professionally in an establishment that is intended for it and thus in an official automobile repair shop. The Owner reserves the right to demand from the Renter documentation confirming the scope of the repairs, and that the repairs were carried out in an official automobile repair shop.

## **10. Modifications to the Vehicle**

It is forbidden to perform any modifications on the Vehicle - sticking, glueing, screwing, drilling, etc. The Renter is responsible for not transporting in the Vehicle extremely heavy, flammable, dusty, smelly or polluting things. Any modifications to the Vehicle, which must be done during the time of the Vehicle rental period, the Renter must consult in advance with the Owner and obtain his written consent for their implementation.

## **11. Traffic violations**

During the rental period of the Vehicle, the Renter is responsible for observing all traffic and legal regulations, for the violation of which he/she bears full legal responsibility throughout the length of the Vehicle rental period.

In the event that the Owner receives a fine for violating traffic laws or regulations within the Vehicle rental period, the Owner will be entitled to demand a payment of the fine from the Renter of the Vehicle.

The Owner also reserves the right to mark the Renter of the Vehicle or the second driver for the driver responsible for the traffic offence in proceedings before the relevant authorities.



The Renter undertakes to pay fines resulting from violating traffic laws or regulations in full within 7 days of receiving the notification to payment from the Owner.

In the event that it becomes necessary, the Renter is obliged to provide the Owner necessary cooperation.

## **12. Accident, Vehicle damage and compensation**

In case of damage to the motor Vehicle, traffic accident or other emergency event, the Renter is obliged to take the following steps immediately:

- call the police
- document the event, in the event of a traffic accident, write a report on the accident together with addresses and names of witnesses
- create a photo documentation of the accident
- not to recognize the claims of any third party
- contact the Owner by phone
- contact the assistance services of the Owner's insurer by phone

The Renter is obliged to reimburse the Owner for all costs incurred as a result of damages caused to the Vehicle during the duration of the Contract, with the exception of normal Vehicle wear and tear. At the same time, the Renter is obliged to pay all fees and penalties and other monetary payments that arise or will be presented to the Owner for payment, for the time of use of the Vehicle by the Renter, including co-payment in the event of an insurance event, including the difference in the amount of the actual damage resulting from the insured event and the actual compensation provided by the insurance company.

In case of damage caused by the Renter, the Owner is entitled to, in addition to the compensation for damages, also demand compensation for the lost profit defined in point 5.

The Renter is also responsible for the costs and lost profit incurred by the Owner in the event of loss of Documents or Vehicle keys or in the event that the Documents from the Vehicle will be impounded by a public authority for a reason caused by the Renter or for a reason for which the Renter is responsible.

The Renter is obliged to pay all contractual fines, compensation for damages, compensation for loss profit or other payments resulting from these GTC, which exceed the amount of the withheld deposit, within 7 days from the Owner's notification to the Owner's bank account.

### **13. Vehicle theft**

If the Vehicle is stolen, the Renter is obliged to immediately contact the police and the Owner, write a report on the theft of the Vehicle, one copy of which together with the keys and the Documents belonging to the rented Vehicle the Renter has to hand over to the Owner.

The Renter undertakes that Documents and Vehicle keys will not be left in the Vehicle if he/she will not stay in its immediate proximity.

In the event that any of these points are not met, the Renter undertakes to bear incurred damages and pay for them in full to the Owner within 7 days from the occurrence of the damage.

For application of insurance coverage in the event of Vehicle theft, the car key (or a set of keys) and the car Documents must be handed over to the Owner.

### **14. Malfunction**

In the event of a malfunction or failure of the vehicle and/or its parts, the Renter shall immediately contact the Owner and shall follow their instructions.

If it is a malfunction that prevents the vehicle from being operated safely, the vehicle must be towed to the nearest automobile repair shop or service centre. In such a case, the Renter must contact the assistance service specified in the Owner's insurance terms.

In the event of a malfunction that does not affect the safe operation of the vehicle, the Renter may transport the vehicle to the nearest automobile repair shop or service centre themselves.

In the event of a malfunction of the vehicle not caused by the Renter, of such a nature that it prevents its safe mobility, the Owner undertakes to provide a

replacement vehicle to the Renter within 24 hours of receiving notification of such a malfunction from the Renter.

If the Owner does not have such a vehicle available at that time, they will arrange or cover the transportation of all passengers to the vehicle pickup location and refund the Renter the full amount for the unused days of vehicle rental. The cheapest standard form of transportation (train, bus) will be used for transporting passengers to the vehicle pickup location.

If the malfunction of the vehicle can be repaired within 3 days of receiving notification of such malfunction by the Owner from the Renter, and the Renter decides to continue the rental after the repair, the Owner shall provide accommodation for the Renter and the vehicle crew at the location or near the location of the automobile repair shop or service centre, where the repairs will be carried out, up to the value of 100 euros/day for the entire crew of the rented vehicle.

## **15. Termination of Lease**

The lease relationship under these GTC terminates upon the expiration of the agreed rental period defined in the Contract. The rental relationship may only be terminated before the agreed rental period expires based on mutual agreement of the contracting parties or unilaterally by the Owner in the cases specified in Article 5 of these GTC.

The Renter's right to use the rented Vehicle expires upon termination of the rental relationship. The Renter is obliged to return the vehicle along with the documents and keys to the Owner on the last day of the rental period.

## **16. Final Provisions**

1. These GTC may only be amended and supplemented in writing by the Owner.
2. If any provision of these GTC is or becomes invalid or ineffective, it does not affect the validity and effectiveness of the other provisions of these GTC, which remain valid and effective.
3. These GTC, and all disputes and claims arising from or in connection with them, shall be governed and construed in accordance with the laws of the

Slovak Republic. Any dispute arising from these GTC and in connection with them shall be finally decided by the competent courts of the Slovak Republic.

4. The contracting parties declare that they fully understand the content and scope of these GTC and express their free and serious will regarding them. By making a reservation of the Vehicle, the Renter agrees to these GTC.