

# Rental Terms and Conditions

\*Translation only. The only legally binding version of this document is the Italian one

Dear Customer, your contract partner is the respective local rental station that will hand the vehicle over to you.

Upon conclusion of a contract on the booking of a motorhome, the following rental terms and conditions will become part of the contract coming about between the respective local rental station (herein after referred to as the „Rental Firm“) and you. Please read these Terms and Conditions carefully.

## 1- BOOKING CONDITIONS

1.1 In order to rent the vehicle it is mandatory to show, at the time of the pick up of the vehicle, in addition to the identity card and to a regular driving license, a valid credit card (with the numbers in relief and linked to the customer bank account) in name of the person to whom the rental agreement is registered. This document is necessary as warranty for the rented vehicle and the Rental Firm ask on it the authorization for the deposit.

In no case the rental company will accept as warranty for the rented vehicle as deposit (and as a consequence the vehicle will not be released): debit cards (i.e. cirrus/ maestro cards); prepaid cards (i.e. all cards with 'visa electron' logo and any other card in which the cardholder loads it with any amount of money and then uses the card to spend the money); cash or checks.

1.2 - Guarantee deposit - When the customer collects the vehicle a guarantee deposit of € 1400 shall

be made. This deposit will be given back after the vehicle is returned and checked.

Failure to get the deposit shall entail the resolution of the contract and the Rental Firm shall reserve the right to withhold the amount paid for the rental.

1.3 - Additional kilometres and possible damages - The payment of additional kilometres and possible damages brought to the vehicle shall be deducted from guarantee deposit or paid cash by the Customer.

The Customer is always directly responsible with regard to the Rental Firm for any damages brought to the rented vehicle, even in excess of the guarantee deposit made.

1.4 The vehicle may only be driven by the Renter and the drivers named at the time of hiring.

1.5 The renter shall be under an obligation to note down the names and addresses of all drivers to which he leaves the vehicle for however brief a period and pass on this information to the hirer on request. He shall also obtain the required prior and explicit consent - to be given following provision of corresponding information - to the processing of personal data in accordance with Italian statutory ordinance no. 196 of 30 June 2003. The renter shall be liable for any act committed by a driver to whom he has left the vehicle in the same extent to which he is liable for his own acts.

1.6 All agreements between the Rental Firm and the Customer must be concluded in writing.

## 2- CONFIRMATION AND AVAILABILITY

2.1 - Availability of the vehicle - Should the vehicle not be available for causes beyond the Rental Firm's

control which set in following the confirmation of the booking, the Rental Firm shall offer the Customer another vehicle (of higher price, without any further charge for the Customer) or another rental period at the same cost (or, if of lower cost, credit the Customer the difference in price). The Customer shall accept in writing or refuse in which case the amount paid will be returned to him, without further responsibilities of any kind by the side of the Rental Firm.

## 3- DESCRIPTION OF THE SERVICE

3.1 Service includes: mileage as described in the rental agreement, insurances: civil liability (insures against damages caused to third parties), "carta verde" (international EU insurance coverage), theft and fire (insures against the total loss of the vehicle owing to theft or fire) with an insurance exemption of 10% of value of the motorhome, "Kasko" accidental damage insurance (insurance against damages to the vehicle as a result of crashes, collisions, overturning) with an excess of 1400,00 € per event, road assistance (guarantees assistance to the vehicle and the crew both in Italy and abroad within the limits specified in the policy), VAT, oil, maintenance, mechanical breakdowns not due to negligence or misconduct on the part of the Customer.

Insurance coverage may be subjected to a deductible/excess.

3.2 The fare does not include: excess reduction, fuel, one way rentals, final cleaning of the vehicle and emptying of the tanks, airport transfer (if not otherwise specified) flat tires, damaged tires and hubs, what not specified.

3.3 Exclusions: what follows is not covered by any insurance:

tyres, radio, windscreen and glasses, damages to the inner parts of the vehicle, damages consequent to freeze, personal belongings, roof of the vehicle.

## 4- USE OF THE VEHICLE

4.1 The rented vehicle shall be used in such a way as to always remain covered by the insurance which has been made for it.

4.2 The Customer undertakes to use the vehicle with due diligence, so as to warrant the safety of the persons on board and the integrity of third parties, things and of the rented vehicle itself.

4.3 Specifically the vehicle will not be able to be used and driven as follows:

a) for purposes other than the transfer and lodging of people. The following activities are not compatible with the present contract: 1) sub-rental of the vehicle 2) lending of the vehicle free of charge to persons which are not included in the list of crew members 3) the use of motor caravans for any commercial purposes, in whatever form, such as the transport of persons or things against payment, the sale of goods, etc.

b) in overload conditions and with on board a greater number of persons than that authorized on the vehicle registration papers

c) on non-paved roads or "off road"

d) by persons aged less than 21 (and who have had their driving permit for less than two years) or who are aged above 70 and/or without a valid driving license

e) by persons whose conditions are not adequate or do not comply with the provisions of the traffic regulations of the country in which the vehicle is being used (tiredness, drunkenness, invalidity - even if temporary, affected by the use of drugs-, etc.)

f) for illegal purposes

g) for the towing of trailers not authorized by the Rental Firm

h) for races or competitions

i) at speeds higher than those permitted by the traffic regulations of the country in which the vehicle is being used or by the maximum limits set by the manufacturer

4.4 The use of the vehicle in violation of even just one of the provisions laid down in clauses 4.1, 4.2 and 4.3 will entail the loss of the entire guarantee deposit paid and the immediate confiscation of the vehicle.

In addition the Customer will be liable for all damages caused to the vehicle, to the Rental Firm and to third parties. All liabilities, be they civil, penal or administrative, that should result from the violation of this clause shall be solely of the Customer. The Customer shall promptly reimburse the Rental Firm any amount paid in advance by the rental location for possible violations or it shall proceed to the direct payment of the same.

4.5 The customer declares that he is aware of the regulations which govern vehicle insurance in Italy, the clauses of the Italian traffic regulations and the regulations that are enforced in the country in which the vehicle will be used.

4.6 - Safekeeping of the vehicle - : when not travelling, the Customer undertakes to leave the vehicle in a guarded parking lot, locked if possible. The Customer shall be answerable and thus liable for all of the possible damages which in some way can be traced back to a poor safekeeping of the vehicle according to the provisions specified. Where said damages exceed the amount of the guarantee deposit paid by the Customer, the Customer shall cover the damages in full even beyond the amount of the guarantee deposit.

4.7 Pets are not allowed on board. Smoking is strictly forbidden on all the vehicles, even in the cockpit.

4.8 Cleaning expenses caused by non-compliance with regulations must be borne by the renter. Any cost which may be incurred by deventilation or for elimination of contamination with smoke, including lost profits resulting from temporary non-availability of the vehicle for hire owing to these circumstances, shall also be borne by the renter.

## 5- INSURANCE

5.1. The Customer undertakes not to adopt a conduct or bring about events which could make the insurance coverage void or null. The Customer declares to have read and accepted this clause and the general insurance terms and conditions.

5.2. The personal belongings, clothes and other things carried are not covered by the insurance. Furthermore, the insurance is null in case of driving in a state of drunkenness, or under the effect of drugs or if the Customer has supplied false information as to his identity, address, etc. or has presented false or inexact documents.

5.3. Furthermore, the insurance is valid exclusively in the countries listed in the "carta verde" and it is thus prohibited to travel with vehicles rented from the Rental Firm in countries not listed in the "carta verde".

## 6- LIABILITY OF THE CUSTOMER

6.1 The Customer shall be directly liable for all violations of the road and parking regulations.

6.2 In each case of theft of the vehicle, of all or part of its equipment, in case of fire or accident, the Customer shall notify the Rental Firm within 24h by e-mail or fax, failing which he shall be directly liable for all of the damages or loss resulting from his failure to inform the company, be they damages to the vehicle, to the Rental Firm or to third parties.

In case of theft of the vehicle the Customer must return the keys of the motorhome to the Rental Firm, otherwise he shall be liable for the total value of the vehicle due to the decadence of any insurance exemption.

6.3 In the case of damages to goods belonging to third parties, or to third parties, the Customer shall fill in the "modulo di constatazione amichevole di incidente" (the friendly declaration form for collecting the data regarding the accident) and possibly make the other party sign it too. In all other cases the Customer shall require that the police authorities intervene and he shall ensure that the written reports and accident declarations be filled in with all the personal data and addresses of all of the persons involved and of possible witnesses and with the license plate numbers of the vehicles involved. The Customer shall obtain a copy of the aforementioned documents from the police authorities and send it to the Rental Firm within 48 hours from the accident. The Customer shall not take on any liabilities, nor represent nor in any case bind the Rental Firm.

6.4. Furthermore, the Customer shall be liable, where he is responsible for the damages caused, for the daily cost of the vehicle while immobilized for repairs. This cost shall be calculated on the basis of the rental cost per day during the period in question.

6.5. In case of damages brought to the vehicle, the Customer also authorizes the Rental Firm, to withhold the entire guarantee deposit until reimbursement from the insurance company. The guarantee deposit shall be returned to the Customer upon reimbursement of damages from the insurance company, less the amounts not reimbursed by the insurance and less the deductions provided for in the general terms and conditions as may apply.

6.6. In case of violations of the traffic regulations and pursuant to the following clauses 9 and 10, the Customer shall be responsible for the entire damage or loss.

## 7- LIABILITY OF THE RENTAL FIRM

- 7.1 The Rental Firm does not take on any liability for the possible damages which the crew of one of its vehicles or their goods may incur after handing over the vehicle to the Customer.
- 7.2 The Rental Firm shall similarly not be liable for any shortcomings, breakdowns or other vices which are not indicated in the pick up and drop off conditions check list which the Customer shall have filled in together with the representative of the Rental Firm.
- 7.3 The Rental Firm shall not be liable either for possible problems that might arise due to involuntary delays, mechanical breakdowns, negligence of the rental team, the cancellation or delays of the rental trip owing to illness, natural calamities, strikes, wars, weather conditions, quarantines, etc.
- 7.4 In case the Customer is forced to suspend the trip, he shall immediately notify the Rental Firm, or in any case do so within 24 hours, so that the rental location can organize the return of the vehicle in the most adequate way, debiting the corresponding expenses to the Customer.
- 7.5 Similarly the Rental Firm shall not be liable for problems or delays which are involuntary or not due to the Rental Firm which may arise before the delivery of the vehicle or at the time of the delivery itself.
- 7.6 The Rental Firm shall also not be responsible for any event which might arise after the delivery of the vehicle which might make the use of the vehicle either partly or completely impossible, such as an illness or other impairment of the Customer, including the impossibility to use the vehicle as planned, for accidents – even if caused by third parties and covered by the insurance – natural calamities, strikes, wars, quarantines, theft of the vehicle, etc. In these cases the Customer shall pay the entire rental.
- 7.7 The Rental Firm reserves the right to delay the beginning of the rental for which this contract has been made in the case of mechanical breakdowns, or other delays or impairments due to acts of God. In case of delays of over 48 hours, the Rental Firm shall promptly inform the Customer who shall reserve the right to obtain the reimbursement of the full amount paid and the rescission of the contract, without the Rental Firm having to reimburse anything extra.
- 7.8 No reductions in price shall be made for vehicles returned prior to the scheduled drop-off time, unless previously agreed upon with the Rental Firm.

## 8- DELIVERY AND COLLECTION

- 8.1 The delivery and collection of the vehicle must be made c/o the Rental Firm unless otherwise agreed and specified in the rental agreement.
- 8.2 The vehicle is available until a maximum of 90 minutes as regards to the scheduled timetable (except if otherwise agreed) and elapsed this time the delivery of the motorhome could not be executed or delayed at the time or date to be discussed with the Rental Firm.
- 8.3 Should the Customer delay, for whatever reason, in returning the vehicle, he shall give notice to the Rental Firm. Whenever possible, the Rental Firm shall authorize the delayed return specifying the new terms and conditions.
- 8.4 The duration of the rental period cannot be extended unless confirmation is received from the Rental Firm. Confirmation must be requested at least 2 days prior to the deadline. If no notice is given, the Rental Firm reserves the right, after two days of the scheduled drop off date, to report the missing return of the vehicle to the police authorities.
- 8.5 In any case, if not agreed upon the delayed return of the vehicle shall be debited to the Customer at a cost four times the daily rental rate for each day of delay or part thereof. Authorised delays will be charged at the standard rate indicated in the price list.
- 8.6 Any costs incurred as a result of a subsequent hirer or any other person making claims against the Rental Firm on the grounds that a vehicle was supplied late must be borne by the Customer.
- 8.7 The delivery of the motorhome at the airport can only be possible only if the guarantee deposit has already been retained.
- 8.8 Journeys to areas affected by war or crisis are prohibited.

## 9- CONDITIONS OF THE VEHICLE

- 9.1 Before taking the wheel, the Customer is under an obligation to take part in a detailed introduction to the vehicle by the Rental Firm's experts at the collection centre. On that occasion, there is drawn up a detailed report (check out) of delivery where the Customer declares to have inspected the vehicle and the standard equipment on board and to have attested its working order and the absence of vices and that the equipment on board corresponds to the list of equipment attached.
- 9.2 On returning the vehicle, the Hirer is under an obligation to carry out a final examination of it together with the rental station staff, with a written return report (check in) to be prepared and signed by the Rental Firm and the Customer. Any damage not specified in the report of delivery that is detected upon return of the vehicle shall be at the renter's expense.

- 9.3 The vehicle shall be returned in the same conditions in which it was delivered, that is, with a full tank of gasoline, a good level of oil and in good hygienic conditions, especially inside. Wc and grey water tanks shall be emptied (the discharge valves shall be left open) and carefully cleaned. Shall the Customer fail to perform these tasks, the amount of 100 € for the internal cleaning of the motorhome and 100 € for the wc tank cleaning will be charged.
- 9.4 The Customer shall reimburse the Rental Firm for all damages, losses or vices brought to the vehicle or its equipment which shall be noticed upon the return of the vehicle or, if not immediately noticeable, which shall be notified to the Customer within 48 hours.
- 9.5 In case the odometer breaks, the Customer shall promptly notify the rental location. In case the Rental Firm notices upon the return of the vehicle that the odometer has been tampered, the Customer shall be charged the equivalent of 400 km per day for each day of the rental.
- 9.6 The Customer undertakes to carry on the maintenance of the vehicle rented to him with due diligence in accordance with the maintenance manual of the manufacturer, to protect the water pipes from freezing, to change the oil in the motor, if the oil change is scheduled during the rental period, (the cost of the oil change shall be reimbursed in full by the Rental Firm upon presentation of a regular invoice headed to the Rental Firm) and to perform all that is necessary to keep the vehicle in good working order.

## 10- MECHANICAL BREAKDOWNS

- 10.1 All expenses related to mechanical breakdowns, not caused by a lack of diligence on the part of the Customer, shall be reimbursed by the Rental Firm upon the return of the vehicle and presentation of the corresponding regular invoice headed to the Rental Firm and detailing all of the repairs made. Any spare parts that are replaced shall be returned to the rental location.
- 10.2 Authorization of the Rental Firm must be requested for repairs amounting to over €150.00
- 10.3 Repairs shall in any case be made, whenever possible, by mechanics approved by manufacturer of the vehicle.
- 10.4 The Customer undertakes to solve any problem that might arise during the rental, on the basis, whenever possible, of the suggestions given by the Rental Firm and the operators of the road assistance company.

## 11- FINES AND HIGHWAY TOLL:

- In case of missed payment of highway toll, the Customer will be charged of 30,00 € plus the cost of the toll.
- In case of violation of traffic regulations, the Customer will be charged of 30,00 € plus the amount of the fine. Customer is the only responsible for the fines against her/him.

## 12- LEGAL VENUE

For all disputes associated with validity, interpretation, implementation and termination of the rental agreement, the place of jurisdiction exclusively competent is the registered office of the Rental Firm.

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

\_\_\_\_\_  
Signature of the renter (Customer)

\_\_\_\_\_  
Signature of the hirer (Rental company)

For purposes of and in accordance with articles 1341 and 1342 of the Italian Civil Code, the contracting parties expressly agree to the following provisions after having read them through in particular and with great attention: 1 (Booking conditions), 2 (Confirmation and availability), 3 (Description of the service), 4 (Use of the vehicle), 5 ( Insurance), 6 (Liability of the customer), 7 (Liability of the rental firm), 8 (Delivery and collection), 9 (Conditions of the vehicle), 10 (Mechanical breakdowns) and 11 (Fines and highway toll).

\_\_\_\_\_  
Signature of the renter (Customer)

Authorization for the use of personal data according to Italian law 196/03 (Privacy) for commercial and statistic purposes.

I hereby authorise  I do not authorise

\_\_\_\_\_  
Signature of the renter (Customer)