

# Camper van rental agreement without driver

## 1. Subject matter of the contract

The rental company leases to the customer Mr ..... the vehicle indicated in the present contract - Camper puro con tetto a soffietto modello Panama P10 + registered

.....

The camper covered by this contract, unless prior written authorization by the Charterer, may also have the following drivers:

.....

## 2. Fuel and kilometre

The camper is delivered with full fuel, the next refill of fuel will be at the customer's expense and care. Upon return will be charged any missing liters in addition to a surcharge for the lack of supply of € 20.00; the kilometre is unlimited.

## 3. Commencement, delivery and return of the vehicle

The rental starts on the day ..... at ..... pick up location ..... and ends on the day ..... at ..... drop off location .....

At the end the vehicle must be made available to the Charterer. The vehicle must be returned to the Charterer at the indicated place of delivery or at the company headquarters. It must be in perfect condition of general maintenance, with full fuel, in good hygienic conditions and cleaning both inside and outside and with the toilet and the tanks of dirty water completely emptied.

## 4. Extension of the rental

The duration of the rental period cannot be extended. However, the Lessor may authorize the delayed return of the vehicle following a request made by the Customer by email or whatsapp, at least two days before the end of the lease. The Charterer, if he grants the authorization, will also communicate the relative modalities and conditions.

In case of delayed return of the vehicle without the same has been agreed upon, the Customer will be charged, as a penalty, an amount equal to triple the daily rate for each day of delay or fraction of it. If, on the other hand, the extension has been authorized, the current price list will be charged.

## 5. State of vehicle

On delivery The vehicle is in perfect condition of efficiency, fully functional, with a full fuel tank and equipped with all the documents required by law for road traffic and with valid insurance policies. At the time of collection, the Customer, by signing the rental agreement, will declare, for the purpose of fulfilling the contract:

- a) having inspected the vehicle, its equipment and accessories;
- b) that it has been found to be in conformity with the contract;
- c) to accept it in the state of affairs in which it is found, declaring it to be absolutely suitable for the use it intends to make of it.

The Customer is obliged to keep and keep the vehicle and the documentation entrusted to him with care and fairness and undertakes to return the vehicle in the same conditions in which it was received.

## **6. Use of the camper van**

The vehicle can never be driven:

- under the influence of alcohol or drugs;
- by a person without a licence or with expired validity;
- off-road or on unsuitable roads.

The Customer declares to know the rules concerning the insurance of motor vehicles in Italy, the rules of the road code and all the rules in force in the country of use of the vehicle. It undertakes, therefore, to use the same with maximum diligence, to circulate only in the countries where the insurance coverage of the "green card" is provided and not to cause, with its behavior, the forfeiture of insurance cover themselves. In particular: the vehicle cannot be used and driven in a manner that does not comply with the requirements of its registration document. It may not, therefore, be used for the transport of persons or goods on behalf of third parties, used in overloaded conditions and with a greater number of persons on board than is intended, used for towing unauthorised trailers, carried out at speeds higher than those permitted by the traffic rules of the country in which it is used, cannot be driven to participate in sports competitions, races or events and to travel outside Sardinia without prior written permission from the Lessor. The vehicle cannot be sub-leased or given on loan to third parties. The vehicle may not be driven by persons other than those indicated in the rental letter and, in any case, by persons who have not obtained a licence for less than 5 years valid in the State in which the vehicle is driven. It is forbidden to smoke, transport animals, substances and anything else that, due to its condition or smell, may damage the vehicle and/ or delay the possibility of re-oiling it. In case of extraordinary cleaning of the vehicle, the Customer will be charged the relevant cost. It is also forbidden to climb on the roof of the camper to take photographs.

The use of the vehicle in violation of even one of the provisions contained in the preceding paragraphs will be the responsibility of the Customer for all the costs deriving to the Charterer, without prejudice to the right of the latter to compensation for damages caused to him.

The Charterer may assert these rights by retaining the amount of the amount paid by the Customer as a security deposit. If the amount due exceeds the amount of the security deposit, the Customer will be required to pay the difference.

The Customer must guard the vehicle with the utmost care, activate any existing safety device, avoid leaving in evidence devices or valuables inside the passenger compartment, leave the keys inside the vehicle and generally do everything necessary to ensure the best safety of the vehicle owned by the Charterer.

## **7. Maintenance and mechanical failures:**

In the case of ordinary maintenance (refrigerator, water, internal lights, solar panels, etc.) the Customer may ask the Lessor for free telephone assistance, and in the case of intervention by the same on site, if the damage is caused by the Customer, the amount of the intervention shall be borne by him.

In case of breakdowns, the Customer must immediately (within 12 hours) notify the Charterer, contact where possible the workshops authorized by the manufacturer and obtain the prior consent of the Charterer to repair. The Customer is obliged to be always available by telephone from the service in the event of a breakdown, and by the Charterer for any urgent communications. In any case, the Charterer will not be obliged to reimburse the costs for repairs caused by inexperience or lack of diligence in use by the Customer or unauthorized.

## **8. Movement**

The Customer is personally responsible for the infringements committed to the regulations of the Highway Code and will be required to refund, for the full amount, of the related penalties and charges plus a charge of € 30.00 for the administrative management of the files.

## **9. Rental fee**

At the signing of the contract is paid a deposit of €1,000.00 that will be released upon return of the vehicle after verification of the efficiency of the same.

The user undertakes to pay in advance what is due under this contract.

## **10. Ownership of the rented property**

The ownership of the vehicle and any accessories remains always and in any case in the hands of the Lessor and the Customer acknowledges that he can never in any way claim any ownership right. It is forbidden for the Customer to rent, mortgage, pledge or guarantee the vehicle in any form. The Customer undertakes to keep a copy of this contract inside the vehicle and to present it to the Competent Authorities. If, due to failure to comply with this obligation, the vehicle is detained or impounded, the Customer must reimburse the Lessor the amount of the damage suffered in addition to the fee for each day of rental.

## **11. Insurance cover**

The vehicle is covered by the following insurance guarantees: Civil Liability, road rescue, vandalism, theft, crystals and kasko.

The copy of the insurance policy has been viewed by the user who declares that he is aware of the ceilings covered, the deductibles and overdrafts that would remain at his sole expense.

The Customer undertakes to respect all policy conditions regarding the rented vehicle. In case of damage to the vehicle covered in whole or in part by insurance policy, the Charterer reserves the right to withhold the security deposit until the Company obtains compensation and to claim against the Customer for any compensation not paid, including any deductible applied by the insurer to the Charterer. Should the Customer cause the cancellation of any insurance cover, whether relating to the RC car or any other policy, by his wilful or negligent conduct, he shall be liable in person for the damage suffered by the Charterer and, in any case, keep it unharmed and hold it back from damage caused to third parties.

The Charterer will be entitled to deduct the amounts due from the security deposit and the deductible and, if this is not sufficient, to require the integration of the customer for the greater damage suffered. In case of fact chargeable to the Customer, the renter will also be entitled to

compensation for the lack of rental of the vehicle due to the stoppage for repairs, calculated according to the daily rate in force at the time of the stoppage. In case of attempted theft, theft or fire of the vehicle or of all or part of the equipment, the Customer is obliged to notify by email to the Charterer within 24 hours, to report the fact to the competent authorities and to hand over to the Charterer a certified copy of the complaint in addition to the keys to the vehicle. In default he will be responsible for any damage or loss resulting from failure to notify the renter, failure to report or failure to return the keys, both in the case that they concern the vehicle and in the case that they involve the Charterer or third parties. In the event of a road accident, the customer is obliged to:

- inform the lessor immediately and within 12 hours and send him a copy of the complaint or of the amicable statement in full and in full;
- not to sign documents which involve the responsibility of the charterer without his prior authorization;
- to inform the nearest police authority;
- to take note of the names and addresses of the parties and witnesses;
- to provide the charterer with all of the above and any other relevant information and information;
- to follow the instructions which the charterer will give concerning the safekeeping and repair of the vehicle.

Any liability, including all expenses necessary for the restoration of the vehicle in the same conditions as at the time of delivery, will remain at the Customer's expense.

## **12. Right of withdrawal**

In the case of cancellation of the reservation at least 15 days before the scheduled date of withdrawal, the customer is entitled to a full refund of the amount paid.

In the event of cancellation of the reservation between 15 days before the scheduled pick-up date and the expected pick-up date, the customer is not entitled to any refund.

## **13. Customer data processing**

Pursuant to D. Lgs. n. 196/2003, the Customer declares to have been previously informed pursuant to art. 13 and shall, by signing this Act, consent that the personal data concerning him be:

- a) entered and stored in the records of the charterer, also computer;
- b) used by the charterer to fulfil the obligations arising from the contract;
- c) used for accounting, administrative and legal purposes;
- d) used by the charterer to carry out market research and advertising and promotional activities.

The processing may be carried out by paper or computer, also by third parties specifically appointed by the owner and for whom knowledge of the data is necessary or in any case functional to the performance of the purposes indicated. In any case, the processing will take place in a manner that guarantees confidentiality and security. The Customer also agrees that the aforementioned data are transferred or communicated to the Lessor's supplier companies for the same purposes and in the same manner, as far as they are competent as independent owners. The Customer acknowledges that, in relation to the purposes referred to in points a) to c) above, the provision of the requested

data is optional, however any refusal to provide it makes it impossible to achieve the purposes indicated.

The Customer also declares that he is aware that tracking devices may be installed on the vehicle. The processing of the relevant data is necessary to ensure a more efficient management of recovery and rescue operations, to ensure the safety and security of its users and finally to prevent and counter criminal events affecting the property of the Lessor. The data thus purchased are processed with the help of computer and manual tools, lawfully and correctly and exclusively for the purpose indicated above and are protected with appropriate security measures that guarantee confidentiality, integrity, accuracy, availability and updating. The storage of such data will only take place for the period necessary to achieve the purposes indicated. The provision of data required is optional, however a refusal to provide it makes it impossible to achieve the purposes indicated.

The Customer also acknowledges that, pursuant to D. Lgs. n. 196/2003, you may exercise the right to know, delete, rectify, update, supplement and object to the processing of your data. To this end, you may make a request by registered letter with A/R to the legal representative of the Lessor, responsible for processing.

## **14. Applicable law**

This contract is governed by Italian law. For what is not expressly provided for, the rules of the Civil Code apply, and in particular the rules provided for by art. 1571, c.c. et seq.

## **15. Place of jurisdiction**

In the event of disputes relating to the execution of this contract, the Court of Sassari shall have sole and binding jurisdiction.

## **16. General provisions**

Any amendment to this contract must be made in writing and signed by both parties under penalty of nullity.