

## **SOUTHCAMP EXPERIENCE, S.L. General Terms and Conditions and Rental Conditions**

### **1. Application of General Terms and Conditions, contract content, applicable law (Spanish Law)**

a) The following General Terms and Conditions of SOUTHCAMP EXPERIENCE S.L., Registered Office located in C/Amargura 147, E-11510 Puerto Real (Spain), registered in the Cádiz Trade Registry, Volume 2046, Sheet 49, Book 0, Page CA-43263, Spanish Tax Number CIF B-72209125 (hereinafter referred to as "SOUTHCAMPER" or "Lessor"), form part of the rental agreement and apply exclusively. Contradictory general terms and conditions that diverge from the Lessor's are not recognized.

b) The duration of the agreement will be specified in the contract, and its tacit indefinite extension derived from continued use of the rental vehicle is under no circumstance permissible.

c) No agreements between the Lessor and the Lessee are valid unless made in writing.

d) Free access and download of the current General Terms and Conditions are available on the website [www.southcamper.com](http://www.southcamper.com) and to the public in each SOUTHCAMPER rental center, and will begin to be effective for both parties when the contract has been concluded.

### **2. Rental prices and rental periods, Return**

a) The final price of the rental is based on natural days (corresponding to periods of 24 hours). In the event of not using the entire day, the Lessor will not be obliged -in no way whatsoever- to return a proportional part of the rental price to the Lessee. There is a minimum duration of the rental according to the rental season. The rental price and minimum duration are based on the Lessor's price list valid at the time the agreement was concluded. A one-time service fee will be charge for each rental. The amount of such service is also governed by the Lessor's price list according to the season of the year. In addition to the rental price, the Lessee will be charged a fixed-payment (Service Cost) as a compensation for the rental agreement administration costs.

b) The respective rental prices include:

- 250 km per rental day; 0.1 euros per km will be charged for longer journeys
- 1 driver
- Third-party insurance and guarantee provided by the vehicle manufacturer with an exemption of EUR 600 per file, liability insurance with the maximum amount of EUR 50 mill.
- Final cleaning of the vehicle as long as the soil level upon return is a result of normal use of the motor home.

-The Lessee may reduce the exemption from EUR 600 to EUR 150 per file by paying the additional fee according to current prices.

c) The rental period commences at the time when the Lessee collects the motor home at the rental office and ends with its return to the same rental office, unless the parties agree on another place of collection and/or return.

d) In the event that a vehicle is returned before the expiry of the agreed rental period, the Lessee will be obliged to pay the full totality of the rental price specified in the agreement.

e) The return of the vehicle in a different rental office must be agreed before the start of the rental period and the Lessee will be required an additional supplement for this service.

f) The Lessee is responsible for fuel and operating costs during the rental period. The motor home will be issued with a full tank of fuel and must be returned with a full tank of fuel. Otherwise, the Lessor will charge the Lessee for the required fuel and levy an additional fixed fee of EUR 25 at the moment of the return.

### **3. Motor home collection and return; collection and returning hours**

a) The Lessee will inform the Lessor with at least six weeks in advance by means of the website [www.southcamper.com](http://www.southcamper.com) inserting the collection and return times in the "customer access". Collections and returns of vehicles in Malaga, Barcelona and Bilbao will be made from Monday to

Sunday at the agreed time, necessarily between 9:00h and 19:00h (local time), except in the case that a different Clause is included in the agreement. Returns in the remaining offices will be made from Monday to Sunday at the agreed time, necessarily between 11:00h and 17:00h (local time). Collections and returns can be made out of the agreed time whenever a previous agreement has been reached, involving an additional fee in accordance with the tariff in force.

b) If the motor home is returned after the time agreed in writing, the Lessor will sum up the daily rent for each day of delay regardless of the actual delay hours.

c) Force majeure circumstances preventing the timely return of the vehicle must be immediately reported to the Lessor, so he/she can be aware of it and accept it. In the event that the Lessor does not consider the delay cause a justification thereof, the returning delay will be considered as an unauthorized delay, according to the stipulated in the preceding paragraph.

d) Before starting the rental period, both parties must sign a record of collection (Check Out) in which the Lessee confirms the reception of the motor home instructions including a description of the state of the vehicle. SOUTHCAMPER may suspend the collection of the vehicle until the mentioned statement has been made. In case of delayed collection of the vehicle because of the Lessee, this person will be liable for costs resulting from the delay.

e) When the vehicle is delivered, the Lessee must present Identity Card/Passport and driving license(s) of all drivers named in the agreement. The Lessor is entitled to make photocopies or take photos of such documents at the rental office. All drivers named in the agreement must be present in the handover of the motor home.

f) Upon return of the vehicle, the employees at the rental office are required to undertake a final inspection of the vehicle in the Lessee's presence. A check-in report will be signed by both parties (Lessor and Lessee) after this. The Lessee will be responsible for any damages not recorded in the checkout report that are ascertained upon return of the vehicle.

g) In the event that the Lessee is not present at the final inspection of the vehicle for attributable reasons, and in the case of any damages found on the motor home, the customer must accept, without reservation, the evaluation of damages made by the rental office's employees.

h) The alteration or modification of the collection and return dates of the vehicle is subject to the Lessor's express authorization. However, the Lessor reserves the right to demand the return of the vehicle before the return date, if the use thereof contravened the provisions of the rental agreement or these General Terms and Conditions. Failure to return the vehicle by the Lessee entitles SOUTHCAMPER to require it through the courts.

The request for extension of the lease must be requested in writing to the Lessor. The mere extension request will not generate any obligation to the Lessor, leaving its acceptance linked to bookings or vehicle availability at that time.

j) All vehicles delivered by SOUTHCAMPER are clean inside and outside, and the waste water tank and toilet are empty. The Lessee must return the motor home in the same clean conditions, and must pay a fee to pay the cost of additional cleaning otherwise. The extra cleaning costs are EUR 35 per hour worked and will be paid by the Lessee upon return of the vehicle. Also, the amount of EUR 70 will be charged upon return of the vehicle if the WC has not been emptied, as well as those costs caused by cleaning the vehicle for the transport of animals -exceptionally allowed- or in case of snuff smoke or odors left inside the vehicle.

#### **4. Payment conditions, deposit**

a) The rental payment will be made as follows:

(1) For leases agreed directly with SOUTHCAMPER and/or its website [www.southcamper.com](http://www.southcamper.com):

The Lessee must pay the amount of 20% of the daily cost and service costs at the booking time – EUR 200 minimum. In case of payment made by bank transfer, it must be made to the Lessor's bank account within 5 calendar days. The payment will be considered as actually made within that period when is recorded in time on the Lessor's bank account or if the Lessor has received a proof

of payment by mail or fax within the deadline. If the event of non-payment, the Lessor reserves the right to terminate the agreement without any compensation.

The Lessee must pay the total rental amount deducted by the payment made in advance at the beginning of the agreement and at least 30 calendar days before the start of the agreement. The total rental price must be made immediately if booking is made within 30 days the start of the rental period.

(2) For leases agreed with external websites of third parties (agents, etc.)

If the booking is made by SOUTHCAMPER external agents or online through different websites (not [www.southcamper.com](http://www.southcamper.com)), the mentioned in Clause 4.a.1 will be applied in the light of the following:

Regarding the payment and terms conditions, those conditions agreed between the Lessor and the agent will be applied.

In the event that, under the terms of the agent, payment of extras and additional charges are directly made with SOUTHCAMPER, the payment will be made at the time of collection at the latest.

b) At the time of collection, the Lessee will pay the amount of EUR 600 (maximum) as a deposit with a credit card. After examination of the returned vehicle by a SOUTHCAMPER agent, the deposit will be refunded to the Lessee. The refund of the deposit will be made by crediting the credit card, bank transfer or cash. Only the Lessor holds the right to choose the mode of payment of the deposit returned.

c) Exceptionally, the Lessee will be offered the possibility to pay the deposit, extras and/or out-of-pocket expenses up to a maximum of EUR 2,499 in the collection place.

d) If, after examination of the motor home, damages caused by misuse of the vehicle are found, the amount to be paid by the client will be deducted from the deposit. If the cost of the damage is higher than the deposit, the Lessee must pay the difference. In case of accident, the deposit will be deducted from the amount of the third-party insurance excess.

e) The Lessee expressly agrees to pay the Lessor:

- The vehicle has a third-party insurance (excluding the personal effects of the Lessee and guests). In case of accident, the Lessee must pay the corresponding excess.
- The amount of the additional costs arising from the return of the vehicle in a place other than the initially planned for that purpose without the Lessor's authorization.
- Upon return of the vehicle, the amount derived from higher mileage than the specified in the agreement, and also all additional charges arising from the application of these Terms and Conditions.
- Upon return of the vehicle, the Lessee will be charged the amount of EUR 70 if the WC has not been emptied, as well as those costs caused by cleaning the vehicle due to the transport of animals -exceptionally allowed- or in case of snuff smoke or odors left inside the vehicle.
- All the fines, court and out-of-court expenses against the Lessee, the vehicle or the Lessor, in case of committing a traffic violation or of any other class during the term of the lease, except in the case they are the Lessor's fault.

## 5. Drivers

a) The vehicle may only be driven by the Lessee and by the additional driver(s) named at the time when the rental agreement was made. The Lessee is required to be registered as the driver of the vehicle. The Lessee is responsible for any damages caused by the additional driver(s). All the drivers registered in the agreement must be present at the collection time.

b) The minimum age of the Lessee and each driver is 25 years. Both the Lessee and the driver(s) must have been in possession of a Class B driving license or an equivalent relevant national/international driver license for a period of at least two years. Holders of driving licenses

outside the European Union must have an international driving permit in addition to their national driving license.

c) The lessor must affirm that neither he/she nor any driver(s) named in the rental agreement has had a driving ban or suspension of driving license imposed upon him/her, irrespective of in which country such a driving ban or suspension of driving license has been imposed.

d) In the case that the Lessee doesn't have a valid driving license at the collection of the vehicle, the Lessor reserves the right to terminate the agreement without any compensation.

## **6. Booking, conclusion of contract and modifications**

a) The rental of a motor home is governed by a rental agreement and is concluded in the following manner:

(1) For leases agreed directly with the website [www.southcamper.com](http://www.southcamper.com):

By checking the arrow "(I have read and accept the general terms and conditions)" and pressing the button "(Book Now)" the Lessee makes a binding booking under the General Terms and Conditions of SOUTHCAMPER. The Lessor will subsequently receive an email with the summary of the booking made, as well as the access data in order to manage your booking. The General Terms and Conditions are available in PDF format on the website ([www.southcamper.com](http://www.southcamper.com)) and can be downloaded before proceeding with the binding booking.

(2) For leases agreed with external websites of third parties (agents, etc.):

In case of a binding booking through a third party (other websites, agents, etc.) the Lessee will sign the acceptance of the General Terms and Conditions at the collection time.

b) Bookings are solely binding for vehicle categories, not vehicle models. This Clause also applies when a specific vehicle model is used as an example in a description of a vehicle category. The Lessor reserves the right to provide a superior model to the initially agreed category, as long as the number of seats and beds included in this model is the same or exceeds the number of seats and beds available in the originally booked vehicle.

c) In the event that the Lessee unilaterally cancels a binding booking, the following cancellation fees will be charged:

- Up to 50 days prior to commencement of the rental period: 20% of the rental price but no less than EUR 200
- Between 49 and 15 days prior to commencement of the rental period: 50% of the rental price
- Fewer than 15 days prior to commencement of the rental period: 80% of the rental price
- On the day of rental or in the event the vehicle is not picked up: 95% of the rental price

In the event of a booking cancellation by the Lessee, there is no right of reimbursement of the advance payment. The advance payment will be used to settle the cancellation fees.

Cancellation fees will not be incurred when the Lessee has a statutory right of withdrawal.

d) For leases agreed directly with the website [www.southcamper.com](http://www.southcamper.com):

The Lessee has the option, six weeks before the start of the lease at the latest, to add additional extras to the existing agreement through the website "client access". The subsequent added extras will be billed along with the main bill. In exceptional cases, it is permitted to add extras until return of the vehicle by instant payment. In any case a cash payment may exceed the legally permitted amount (currently EUR 2,499).

e) For leases agreed by external websites of third parties (agents, etc.):

The Lessee has the option, until the confirmation of the rental agreement by the agent at the latest, to add additional extras. In exceptional cases, it is permitted to add extras until return of the vehicle by instant payment. In any case a cash payment may exceed the legally permitted amount (currently EUR 2,499).

## **7. Countries where the vehicle may be used, use restrictions and obligations**

a) The motor home's use and drive is only allowed in the following countries: Spain, Portugal, Gibraltar, Andorra, France, Italy, Germany, Switzerland, Austria, Luxemburg, the Netherlands, Belgium, United Kingdom, Czech Republic, Slovakia, Croatia and Slovenia, as long as these countries are not undergoing a warlike conflict. Driving in other countries must be previously allowed in writing by the Lessor.

b) The vehicle is handed in in excellent technical and mechanical conditions, together with all the necessary aid accessories (tools, tyres) and documents required by the applicable law. The Lessee agrees to look after and return the vehicle and its accessories in the same conditions in which those were handed in.

c) The Lessee agrees to regularly check the vehicle's conditions, especially the levels of oil and water, tyre pressure and any other eventualities the motor home's operation may depend on. The Lessee will also constantly check whether the vehicle security conditions meet the necessary requirements.

d) The Lessee agrees to comply with the current traffic regulations and specifically guarantees SOUTHCAMPER that:

- No one, other than the Lessee and the driver(s) specifically allowed in the contract, will drive the motor home.
- When not driving, the vehicle will be parked in suitable parking spaces and it will be sheltered from hail, frost and other atmospheric phenomena in order to avoid important damages or serious harm.
- The vehicle will not be driven on terrains unsuitable for driving motor homes or other terrain that may harm the vehicle in any way.
- Transport of animals is not allowed without a previous allowance in writing by the Lessor. No more people than the number determined in the vehicle documents are allowed to be transported either.
- The motor home will not be used for any other purpose other than that established in the contract.
- No drugs, narcotics or any other toxic substances, forbidden by the applicable law, are allowed to be transported in the motor home. No flammable or explosive products, which may jeopardise the vehicle's and its passengers' security, are allowed to be transported.
- No criminal conduct may be carried out, even in those cases where such conduct is only punishable by the law in the place in which it takes place.
- The motor home may not be driven under the influence of alcohol or other narcotics or under poor physical conditions caused by fatigue or illness.
- The motor home may not be used to tow or push other vehicles, despite of their class.
- The vehicle's odometer may not be unsealed, altered or operated in any way and any type of breakdown that this may suffer must be immediately conveyed to SOUTHCAMPER.

e) Unless it is specifically allowed in writing by SOUTHCAMPER, it is strictly forbidden to carry out any internal or external change in the vehicle that may alter the motor home technical or esthetical features. Failure to observe this Clause will require the Lessee to account for all expenses arising from returning the vehicle to its original state, in addition to a compensation for the motor home immobilization during the vehicle repair.

f) Smoking in the rental vehicle is strictly forbidden. The transport of pets –or any other animals- is also forbidden except previous allowance from the Lessor. Failure to observe this Clause means that the Lessee will have to pay all expenses arising from the breach of this rule (damages, cleaning, etc.)

g) Failure to observe any Clause in this section will allow SOUTHCAMPER to unilaterally terminate the contract with no rights to compensation for the Lessee.

## **8. Actions in the event of an accident**

a) The Lessee is required to immediately notify the police in the case of theft, fire, accident, assault or any other kind of damage caused by extraordinary circumstances. He is also required to inform

SOUTHCAMPER as soon as possible, by calling the rental office, which number can be found in the contract itself.

- b) Unless there is a written accident report, no responsibility for the incident will be acknowledged.
- c) The Lessee is required to ask for a completed accident report and to hand an original copy of it to the Lessor as soon as possible (at the latest when returning the vehicle, or, where appropriate, at the date of the contract's termination). This document should include:
  - Name and surname(s), driver's license data and address, both of the Lessee and of the other involved party.
  - Name and insurance policy number of the other involved party's insurance company.
  - Witness(es) data, in case there were any.
  - Number plates of all involved vehicles.
- d) In the event of any damage, the Lessee is required to hand in a written detailed report summarising the accident as well as a drawn sketch of it. In case the Lessee writes this report – no matter the reason why – and this prevents the insurance company to pay for the damages, the Lessee is required to pay for the total corresponding amount.
- e) Under no circumstances is the Lessee allowed to abandon the vehicle without previously making sure that it is properly safe and protected. The Lessee is required to contact, when necessary, the road assistance company hired by the insurance company.
- f) The vehicle's theft must be immediately reported to the appropriate authorities. The Lessee is required to send SOUTHCAMPER the motor home's keys as well as a copy of the report within the next 24 hours. Otherwise the hired insurances would be ineffectual.
- g) In case the Lessee does not comply with the clauses specified in this section, SOUTHCAMPER will be entitled to claim a compensation for damages caused by the client, including the company's loss of earnings due to the motor home's immobilization.

#### **9. Vehicle's defects, repairing and clean-up**

- a) Claims for compensation by the Lessee for defects that are not the fault of the Lessor are excluded.
- b) The Lessee will notify SOUTHCAMPER in writing of any defects to the motor home or its equipment that was ascertained after the commencement of the rental period when detecting such defect. Compensation claims for defects notified at a later date are excluded unless the basis for such a claim was an imperceptible defect at the hand-in moment.
- c) In the event that a pilot light informing of a mechanical irregularity in the motor home's operation is lighted up, the Lessee is required to stop the vehicle as soon as possible. The client is required to contact the Lessor or the insurance company and, if necessary, take the vehicle to an officially approved service centre, exclusively of the chassis' or the motor's brand.
- d) The Lessee is required to commission all the necessary repairs to ensure the trip's safety up to a cost of 150€. SOUTHCAMPER will bear these cost as long as it has expressly agreed to do so and the damage liability does not fall on to the Lessee according to the present General Terms and Conditions. The Lessee is required to hand in the Lessor the concerning receipts, as well as the original substituted components.
- e) In the event that the original motor home suffered serious damages or was unusable for traffic without any fault on the Lessee's part, and provided its availability, SOUTHCAMPER will offer the Lessee a replacement vehicle with as many seats, or more. In such case, the termination of the contract is excluded.
- f) Damages or flaws caused in the living space will be settled by the Lessee in communication with the Lessor, who will point out how to carry out the correct repairing.

g) In the event that these damages were responsibility of the Lessor and the Lessee would not deal with their repairing, the Lessor is required to immediately inform SOUTHCAMPER of the defect and provide a reasonable period of time for its repairing. The Lessor will not take responsibility for a delay in the repairing when this is caused by the specific circumstances of the country they are in.

h) In the event that the motor home suffered serious damages or was unusable for traffic, SOUTHCAMPER will not be required to offer a replacement vehicle, even when there were an available one. Termination of the rental agreement by the Lessee is excluded in such a case. In the event of offering a replacement vehicle, the Lessor may charge the client the additional costs that this may lead to.

#### **10. Lessor's liability**

a) SOUTHCAMPER's liability is limited to all damages maliciously or seriously neglectfully caused by the Lessor.

b) SOUTHCAMPER hands in the vehicle after having carried out all necessary maintenance actions to ensure its correct operation and is not liable for damages caused by the Lessee as a result of delays directly or indirectly caused by repairing, accidents or failures arising from the motor home's regular use.

c) In the event of failing to hand in the vehicle on the agreed date, the Lessee will not be entitled to demand compensation for damages, when this failing is caused for force majeure or accidental reasons beyond the Lessor's control.

d) SOUTHCAMPER is not liable for the Lessee's own vehicle, parked in its offices during the rental period.

#### **11. Lessee's liability, insurance and excess**

a) The Lessee will be liable for damages cause done to the vehicle and to third parties in the following circumstances:

- If he violates the existing traffic regulations of the country where he is driving.
- If the damage is caused by not being fit to drive (e.g., alcohol, drugs, narcotics, etc.)
- If the damage caused by the loss of keys or the leaving of the keys inside the motor home.
- If the Lessee or one of the authorized drivers flees after suffering or causing an accident
- If the damages arise from failing to comply with the duties set out in Clauses 7 and 8.
- If the damage is caused by a non-authorized driver.
- If damage is caused by failure to take the dimensions of the vehicle into account (height, width, length)
- If the damage is caused by getting the vehicle stuck in water or in areas where amounts of water can build up.
- If the vehicle is taken from the Lessee as a result of a police check

b) In the case of damages caused to third parties, and as long as covered by insurance, the Lessor will exempt the Lessee of the caused damages liability with an excess of 600€; in the event of having hired an additional insurance, the amount will be reduced to 150€, which will be paid by the Lessee. As for damages not included in damages caused to third parties, the Lessee will pay an excess of 600€; in the event of having hired an additional insurance, the amount will be 150€.

The Lessee's limitation of liability to the excess' amount will not apply when breaching Clauses 7 and 8, or in the event of the Lessee's having acted maliciously or seriously neglectfully. In no case will the Lessee be exempted of public, criminal, administrative or any other liability, in the event of having acted maliciously or seriously neglectfully.

c) The Lessee is liable for all fines, fees and other extraordinary expenses in connection with the use of the motor home during the rental period, unless such expenses are incurred for reasons that are responsibility of SOUTHCAMPER. The Lessee should settle these on the spot wherever possible. The Lessor reserves the right to deduct any fees, charges, fines and penalties incurred from the deposit or to require reimbursement from the Lessee after the deposit has been refunded. An administrative fee of €35 per incident will be charged. The Lessee will also be liable for any financing costs and for the cost of any legal advice that may arise from such incidents.

Agreeing to these General Terms and Conditions implies the Lessee's consent to the transmission of his data to government authorities in the event that these may be requested. This will also apply, for instance, to providing information to the relevant traffic department when there is reason to believe that the Lessee has committed traffic offences during the rental period. A request from a government agency is sufficient cause for SOUTHCAMP EXPERIENCE, S.L. to provide data.

d) If there is more than one Lessee, such persons will be jointly and severally liable.

## **12. GPS localization of vehicles**

The Lessor's vehicles may be fitted with a GPS localization system.

## **13. Competent jurisdiction, applicable law**

The present General Terms and Conditions are ruled by Spanish law. For questions arising between the parties concerning their contractual relationship, the contract's fulfilment, its termination and / or its performance, will be expressly submitted to Malaga's Court.

## **14. Data protection**

This is to inform that, according to Spain's Organic Law 15/1999 of 13 December, regarding Personal Data Protection, SOUTHCAMP EXPERIENCE, S.L. entirely observes the applicable law and commitments to maintain privacy in terms of personal data protection.

This is to inform that your personal data will be included in personal data files owned by SOUTHCAMP EXPERIENCE, S.L. for management, communication and information purposes. These files are included in the General Registry of Spain's Data Protection Agency and can be accessed by the user in order to check their state. Accepting these present conditions implies data collection that is essential for the company's service delivery, this data will be asked in forms or through our website.

So that our files' information is always updated and free of mistakes, we ask our clients and users to inform us, as soon as possible, about any changes or corrections in their personal data.

According to what the law LOPD15/1999 of 13 December, sets, you may access, change, cancel, and object to your personal data by writing a letter addressed to c/Amargura, E-11510, Puerto Real (Spain), or an email to [info@southcamper.com](mailto:info@southcamper.com).

The user allows SOUTHCAMP EXPERIENCE, S.L. to use his personal data in order to correctly provide the hired services.

Filling in a form from our website, sending emails or other communications to SOUTHCAMP EXPERIENCE, S.L. implies the client's consent to include his data in the above mentioned files, owned by SOUTHCAMP EXPERIENCE, S.L.

At the moment of requiring this information, the client or user will be informed of the destination of this information, the purpose for collecting these data, the identity and the address of the person responsible for the file and the user's right to access, change, cancel or oppose to the use of his data.

The Lessee agrees to allow the transmission of his data to the authorities, as long as they ask for them. This also applies for the transmission of data to the corresponding traffic authorities in the event of the Lessee's violation of traffic regulations during the rental period. SOUTHCAMP, S.L. will give the authorities the demanded data and is not required to find out whether the authorities' demand is justified or not.

This website uses "cookies". "Cookies" are text files which servers may place in your computer in order to collect certain information.

If you do not wish to let "cookies" be placed in your computer, you must set the security options for your browser to warn about the use of these files and to allow it to block "cookies" from untrusted sites. When setting your computer you should know that blocking "cookies" will help you protect your privacy but it can limit SOUTHCAMP's website's navigability to offer you its services (check your browser's help options to learn more about these functions).

## **15. Review Clause**



In case any of the provisions in the present General Terms and Conditions would not be valid or would stop being valid, this would not affect the legal force of the rest of the provision's in the present General Terms and Conditions.