



CONTRACTUAL CONDITIONS

- 1** When confirming the reservation you will have to advance the 30% of the rental amount. Without this payment the reservation will not be confirmed. Upon booking confirmation the conditions of this contract are accepted.
- 2** The total amount of the hired rent will have to be paid before the departure by cash or credit card. Otherwise, the departure will not be authorized, with loss of the reservation as indicated below.
- 3** In anticipation of any damage caused to the vehicle or its equipment, it is necessary to pay a deposit of € 800 by credit card, VISA, Mastercard or Maestro, the amount may be withheld in case of damages until the final reparation amount is known including labour and shipping, also in the case of any emergency repair has to be done until it is finally repaired.
- 4** In case a confirmed reservation is cancelled by the client, the following sanctions will be applied to the deposit:
 - 20% of the reservation up to 40 days before the start of the rental.
 - 50% of the reservation between 39 and 20 days before the start of the rental.
 - 75% of the reservation between 19 and 10 days before the start of the rental.
 - 100% of the reservation less than 9 days before the start of the rental.
- 5** In case the vehicle is not available on the agreed rental dates due to accident or breakage, CamperVanMenorca undertakes the refund of the reservation's amount if they cannot offer a vehicle with the same or better characteristics without any additional cost.
- 6** The driver of the vehicle must be, at least, 25 years old, have a valid B driving license for at least 3 years, or its European equivalent or, for those outside the EU, to hold the valid international driving license. Only a different person can drive if he/she meets the requirements and pays €10 extra per day and is enrolled in this rental contract, otherwise, any flaw, fine, repair or damage to third parties will be a fault and the entire amount will be charged to the tenant of the motorhome and signer of the present rental agreement.
- 7** The vehicle will be destined for the normal use of the motorhomes, without being able to transport more people than those listed in the technical specifications of the motorhome, nor merchandise, nor assign the use of the vehicle to third parties.
- 8** At departure, there will be a review of the vehicle and the equipment as well as the instructions related to its operation. Damages before rental and will be noted and sketched.
- 9** In case of failure of normal wear of the vehicle that is not a consequence of misuse by the customer, CamperVanMenorca will cover the repair costs and if it cannot be repaired within a reasonable time and subject to availability, the vehicle will be replaced by another of similar features without any additional costs. In case of not having a replacement vehicle, the customer will be refunded with the full amount of the days not used and the rental contract will be cancelled. If the incident or breakdown is due to misuse of the vehicle or its accessories, the tenant will lose the right to be refunded as well as to use another vehicle.
 - 9.1** In case of breakdown during the rental period, you must call the company and if you do not receive a response at the time you can call the workshop Agrim workshops phone. 971482082 or 696990222 Gonzalo, to decide what should be done and finally call the towing service to take it directly to the same workshop in c / Fusters POICI. If it happens outside the island, the client can take the vehicle to where it is convenient and take charge directly if necessary. The reimbursement of these expenses will be made from the company when the corresponding official invoice will be delivered, as well as the replaced parts or replacements.
 - 9.2** Behaviour in case of accident: In case of an accident, fire, theft or damage caused by animals, the police and the company should be informed immediately within a maximum period of 24 hours. Counterclaims will not be admitted. The responsibility for the event will never be prejudged or acknowledged except with the FRIENDLY ACCIDENT DECLARATION that must be correctly filled in with all the information of the opposing party and the witnesses. You must call the police to make the report and possible presumption of guilt. In the case of breach of these requirements, neither the insurance company nor the rental company that owns the vehicle will be held liable, and consequently the responsibility of making the payment of the damages and losses will be borne by the lessee.

9.2.1 In case of robbery or theft, the Police must be reported immediately and a copy of the complaint sent to the lessor without delay.

9.3 In the event of an accident without an opposing vehicle, a detailed written report and a sketch must be made, photos of the place and the event must be taken. Due to breakage of interior equipment, the company must be notified immediately so that spare parts can be ordered as soon as possible for being in an island and its consequent delay.

9.4 You must never leave the vehicle without safeguarding it or protecting it or calling the assistance of a Crane.

9.5 In case of failure to comply with points 9 to 9.5, the lessor can claim damages from the lessee for negligence, including the lost profits during the stoppage of the vehicle.

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10 Defects in the motorhome. Lessee compensable rights for damages excluded for defects that are not attributable to the lessor.

11 Personal effects and luggage are the sole responsibility of the customer.

12 In accordance with the Law and these contractual conditions, the lessee CampervanMenorca will not be responsible for damages and losses suffered by the lessee or third parties due to the use and operation of the vehicle.

13 The lessee of the vehicle must respect the Traffic Code. Consequently, is fully responsible for any breach made and must respond to any fine or penalty. The possible infractions committed by the lessee of the vehicle must be notified immediately to avoid claims or subsequent damages. In case of an accident if the driver tests positive or alcohol, drugs or negligence, neither the insurance nor Campervanmenorca are responsible for any damages of the motorhome or others or damages to third parties, and the lessor may request compensation for loss of profits of the motorhome

14 The return of the vehicle will be made at the agreed date and time, as well as the place agreed with the client in Ciutadella. The return of the vehicle must be done well in advance of the client's final departure time or before 12 o'clock. in order to be able to review the general state of the motorhome with the client. In case of returning the vehicle after 12h the state of the vehicle and its components cannot be verified with the customer in situ because it requires extra time, the deposit won't be returned until the vehicle is verified within a maximum period of 48 hours. in case there are no damages caused.

15 The settlement of the contract and the payment of the deposit can be made in situ and even after 48 hours from the return of the vehicle, once the general condition of the vehicle has been checked and an inventory of the vehicle's equipment has been made. In case of finding that some equipment is missing or detecting any anomaly, the costs of repair, emergency repair or replacement of the items will be deducted from the deposit.

16 In case of returning the motorhome with unauthorized delay according to the agreed dates, the lessee must pay triple the amount of the daily rent.

17 The motorhome will be returned with the interior clean, with the empty waste and wc tanks, the clean water tank full, otherwise, the customer will have to pay € 40 for the water and / or wc tanks and / or the inside. If the upholstery has stains, the pertinent amount will be deducted for misuse and / or laundry service. The fuel tank will be returned the same as it was delivered, otherwise you will have to pay € 30 plus the fuel amount.

17.1 Refueling with the wrong fuel, the landlord can claim the tenant damages and losses due to negligence, including loss of earnings, during the stoppage of the vehicle.

18 It is not allowed to take pets or smoke inside the motorhome, nor to light candles, otherwise the lessor will assume the consequences whatsoever.

19 The delivery and return of the motorhomes will be in Ciutadella. The collection service for clients in Maó airport and port, will be € 50 per trip during the day from 9 a.m. to 8 p.m. weekdays, fee for night shift and weekend is € 60.

20 The rental of the motorhome is limited to Menorca. To leave the island you must have a specific written authorization from the company.

21 The rental or payment of the reservation for the motorhome implies the total acceptance of these conditions.

For all conflicts that may arise in the interpretation, application, effects and breach of this contract by the parties, it is agreed to submit to the jurisdiction of the Spanish courts of Ciutadella de Menorca.