

GENERAL TERMS AND CONDITIONS

of camper lease

I. DESCRIPTION OF SERVICES AND GENERAL PROVISIONS

1. The lessor gives in to the use of the vehicle specified in the contract for the time and under the terms of the Lease Agreement.
2. By signing the Rental Agreement, both parties are bound to comply it and certify that the vehicle is delivered in a clean and technically correct condition with all standard and agreed additional equipment.
3. By signing the contract, the user verifies that the vehicle has been taken in good condition, with all standard equipment and full fuel tank.
4. The Lessee undertakes to operate the vehicle in accordance with the applicable legal regulations and safety measures of the Republic of Croatia or the country in which it is located.
5. The service implies renting a camper for a certain number of days. When booking, the lessor must pay the advance payment. The remaining amount of the rental price must be paid by the lessee 15 days prior to the commencement of the service or the rental of the campers, otherwise the reservation is considered canceled.
6. The beginning of the rental of a camper is considered the signing of the lease agreement, payment of the total amount of rent and security deposit. At the end of the lease, a delivery log is signed on both sides, any additional costs are reimbursed and the security deposit is refunded after a thorough inspection of the vehicle.
7. In case of returning the camper before the expiration of the rental period, the price in the contract does not change. Price includes 400 km per day, and every additional kilometer is charged 2,00 kn (€ 0,3 per kilometer)
8. The customer is obliged to return the vehicle in the condition he has taken it and to pay the fuel spent during the lease.
9. The user is supplied with a full fuel tank (EURODIESEL) at the beginning of the rental. The lessee is also required to replenish the tank when returning the vehicle, otherwise the lessee will be charged for the remaining fuel in the tank that will be deducted of the security deposit.
10. The user will return the vehicle to the agreed date or earlier at the request of the company. In case you want to extend the lease, the user will request the approval at least 24 hours before.
11. Drivers must be older than 25 and have a valid permit for at least five years.
12. A vehicle may only be operated by a lessee or a person specified on the contract as a second driver, in case if all the necessary documents and qualifications were provided.

II. RESERVATION AND PAYMENT DETAILS

1. Reservations can be made in person, by phone or by e-mail, but will be held when the filled out booking form is filled and received with advance payment.
2. Reservations are confirmed by advance payment in the amount of 40% of the rental amount.

3. The full amount of rent must be paid 15 days prior to the pick-up of the vehicle, otherwise the reservation will be canceled. When picking up the vehicle, lessor must pay a security deposit in the amount of €500 (refundable).
4. Payments can be made by bank transfer or cash.
5. All reservations within a week from the start date of the rental must be fully paid at the time of booking.
6. In case of cancellation of the rent:
 - Up to 30 days before the start of the rental, it retains 20% of the total rental amount.
 - Up to 20 days before the start of the rental, we reserve 40% of the total rental amount.
 - Up to 14 days before the start of the rental, we reserve 60% of the total rental amount
 - Up to 7 days before start of the rental, we reserve 90% of the total rental amount.
7. Late return will be charged 100,00 kn per hour from the agreed return time.
8. If the lessee does not appear on the day of the collection of the vehicle, the rental is considered to be canceled and the lessor holds the entire amount of the rent. Collection of the vehicle is possible up to 24 hours from the agreed date and time.
9. In the event of a travel cancellation, it is possible to change the rental to another person proposed by the lessee.

III. INSURANCE AND SECURITY DEPOSIT

10. A full-scale Casco insurance is provided for a camper within the lease and only for the rental period.
11. Campers, with full casco insurance, also have a mobile warranty that provides technical support and assistance throughout travel through entire Europe.
12. Only the drivers mentioned in the Agreement may drive the vehicle.
13. In the event that some damage to the vehicle is not covered by our insurance for any reason, the Lessor reserves the right to charge the repairs and all related costs entirely to the client.
14. The security deposit in the amount of €500,00 (3695,00 kn) is paid in cash or by payment to the giro account (bank transfer) on the day of collection of the vehicle as a guarantee that the lessee will return the vehicle in the correct condition.
15. The security deposit shall be returned if the vehicle is returned safely, on time, and in the same condition as received.
16. The security deposit covers the loss of the bonus in case of accident, by the fault of the lessee. In the event of any external damage to the vehicle (upgrades and chassis) by the fault of the lessee or unknown perpetrator, the security deposit shall not be refunded until the vehicle is repaired or until the written declaration of the insurance company is received, and that the insurance does not have subsequent claims from third parties regarding the payment of damage caused by the lessee.
17. For damage it is important to make a police record so that it can determine the guilty and determine who will pay for the damage.
18. The security deposit will not be returned in full in case of any damage, delays in delivery and replacement of equipment. Refunds can also be made for fuel costs in case of returning a half full tank, cleaning and repair costs. These costs are in addition to the cost of repairs in the event of an accident and can be charged in case the repair costs exceed the amount of the payment.
19. If new damages are found, they will be documented and presented to the lessee, and in that case the lessee has no right to complain about the condition of the vehicle. The security deposit will not be returned until the level and the fault of the damage are determined.

20. For all damage to the vehicle or equipment that does not cover the insurance, the lessee will be liable for the damage.
21. The vehicle will be considered damaged and if the lessee returns the vehicle with traces of scraping (trees, branches) on vehicle, and it is necessary to polish the vehicle.
22. The security deposit is fully refunded within two to ten working days. Keep in mind that bank processing and transfer time may extend this time frame.

a) In the event of an accident

23. The vehicle is secured by auto liability and car insurance, and all the provisions that lessor concluded with the insurer are transferred to the user, and in the case of non-compliance with these, the material and criminal liability of the user implies. If during the duration of the "Rental Agreement" there is a traffic accident due to the fault of the lessee, the lessee is obliged immediately to reimburse the amount of the franchise of 500,00 € to lessor.
24. If there is a malfunction or accident, the Fiat Camper assistance will be available 24 hours a day, seven days a week. Camper has a mobile warranty that provides technical support and assistance throughout travel through entire Europe.
25. The User agrees to protect the interests of the lessor in the event of a traffic accident by:
 - record names and addresses of participants and witnesses
 - provide or remove the vehicle before leaving it
 - call and wait for the traffic police for official investigation
 - complete the "European accident report" form
 - write a statement that he was not under the influence of alcohol
 - Notify the lessor offices and submit a written damage report
26. If a user fails to take these measures, he or she will be liable for any consequences he or she may have for that purpose.
27. If a traffic accident is found to be due to driver's negligence in traffic or driving under the influence of alcohol and drugs, casco insurance does not cover the cost of vehicle repair, and all vehicle repair costs will be borne by the lessee for the lost profit and lost bonus.
28. In the event of a traffic accident or burglary, the lessee is obliged to notify the police in the country where the camper is located at that time. In the case of theft, the police hands over documents from the camper and keys. The lessor is not obligated to compensate the accommodation costs for the lessee, nor is it obliged to provide the replacement vehicle as well as the right to reimbursement of the rent.
29. In the event of crash or a failure of the vehicle, the lessor is not obliged to refund the rental costs of the accommodation (hotel etc.), as well as the costs of transport (taxi, rent a car, train, plane, bus etc.) or other costs related to this if otherwise stated.

b) In case of damage

30. The user is liable for damage caused by the vehicle and improper use (by off-road use), as well as tire damage, regardless of whether he has paid the franchise or not. The user will also be charged for the costs of the traction of the damaged vehicle, the cost of the reduction and the loss of revenue of that vehicle during the repair. The user will also bear the costs that lessor may have towards third parties caused by improper use of the vehicle by the user.
31. During the lease, in the event of damage, failure or theft of the vehicle, the lessee shall immediately notify the lessor 0-24 h by telephone so that lessor can repair it as soon as possible, ie to purchase the spare parts as soon as possible and to agree on further actions

(assistance on the road, repair, service, payment,...). If the service is required, it must be done by authorized persons only.

32. The user is liable for damage to the vehicle during the period of the rental if he made false or incorrect information about himself, his address or driver's documents. In the event of damage to third parties, the user will bear all the costs that lessor may have on that basis.
33. The user shall not bear the cost of mechanical breakdown on the vehicle if he has taken all necessary measures to avoid such malfunctions.
34. In the event of damage to the vehicle or equipment on the vehicle due to age or technical malfunction, the lessor shall cover all costs, in agreement with the lessor, the lessee may take the payment, which the lessee will fully reimburse.
35. In the event of damage to the plunger, disturbance on the mileage or vehicle dial, the user is obliged to stop driving and notify the branch of the failure.
36. In the event of crash or a failure of the vehicle, the lessor is not obliged to refund the rental costs of the accommodation (hotel etc.), as well as the costs of transport (taxi, rent a car, train, plane, bus etc.) or other costs related to this if otherwise stated.

IV. THE PICK-UP AND DROP-OFF OF THE VEHICLE

37. Date and time of the pick-up and drop-off of the vehicle is according at the agreement of both parties.
38. The transfer (pick up, drop off) of the camper in Zagreb and its surroundings is completely free, while the transfer of vehicles outside of Zagreb is additionally charged.
39. When picking up the camper we offer the possibility of parking a car at the location of the company.
40. At the collection of the vehicle the camper is reviewed by both sides and delivery log is signed, which is essential for determining any damages when returning the campers.
41. Failure to meet the agreed time of returning the vehicle will result in the customer charging of 100,00 kn for each start-up hour. Please inform by phone in advance for any delayed return potential because your insurance may expire before the end of your trip. The lessor assumes no liability in respect of this.
42. If for any reason you are unable to complete the transfer period at the beginning of the lease, you can arrange the delivery and return in another time or day.
43. If the vehicle is returned before the agreed time, the refund is not possible unless a higher force has been established.
44. Upon returning the vehicle, the lessee must ensure that the vehicle is technically correct, clean and neat, with full fuel tank, and the chemical toilet is empty, clean and free of waste. Otherwise, the cleaning fee will be charged extra.
45. The pick-up is possible up to 24 hours from the agreed date, otherwise the entire amount of the rent will be retained. In case of force majeure for which the vehicle has not been taken, it must be proven.
46. The lessor's responsibility is to return the vehicle in the same condition as received.

V. RULES OF VEHICLE USE

47. The vehicle must not be used:
 - for the paid transport of goods and passengers
 - to tow other vehicles
 - if the user is under the influence of alcohol or narcotics
 - for the transportation of flammable and explosive materials, light and odorous materials and materials that can damage the vehicle

48. The driver agrees not to drink alcohol or to use other substances that may reduce psychomotor powers (medicines, drugs ...) before and during the journey. Otherwise, the insurance company will not cover the costs of any damages and the lessee will be liable for all damages, compensation for lost profits as well as lost bonus.
49. The User may not assign his or her right under this Agreement nor may it sell a (unmanaged) vehicle or individual parts of the vehicle.
50. In the vehicle SMOKING is strictly FORBIDDEN.
51. The customer is obliged to take care of the technical safety of the vehicle during the lease period, to regularly check the coolant, oil, tire pressure and make the necessary oil replacements. Costs that the user may have for the aforementioned can be recognized with the prior approval by lessor with attached receipt. The user is liable for damage caused by improper maintenance of the vehicle.
52. The user agrees that will lock the vehicle at a time when he / she does not use the vehicle and take other actions against theft of the vehicle contracted when renting the vehicle and that the keys and documents of the vehicle will be taken with him. Upon completion of the lease the user is obliged to return the keys and documents or compensate for their loss.
53. For the duration of the lease, the user will bear the costs of gassing, parking, traffic offense punishment as well as other non-regular costs.
54. The Lessee is obliged to lock the vehicle when it is unattended. All windows and roof windows must be closed.
55. The lessee shall ensure that all windows and doors are securely fastened during the ride.

VI. CONCLUSION

56. The User agrees that all costs under this Lease Agreement will be paid within the statutory deadline
57. An integral part of this Agreement is the price list which at the time of the conclusion of this Agreement is in force.
58. Amendments to the terms and conditions of this Agreement are only possible with the written consent of both parties.
59. All prices include VAT 25%.
60. In the event of a dispute by contract, the court in Zagreb is competent.