



## TERMS AND CONDITIONS OF THE COMPOSTELA CAMPERS VEHICLE RENTAL AGREEMENT

### 1. VEHICLE CONDITIONS

Compostela Campers transfers the selected vehicle in perfect condition of use and conservation, and in perfect mechanical, safety and health conditions, under the leasing formula. And - unless expressly extended - authorizes the lessor as the sole driver of the vehicle.

### 2. USES

The lessee will use the leased vehicle solely and exclusively as a home vehicle, and may travel and spend the night throughout the EU, as well as in Norway and Switzerland. EXIT FROM THE EU IS THEREFORE PROHIBITED. Traveling to any country that is at war or armed conflict is expressly prohibited.

It is prohibited to use the vehicle for any activity contrary to morality, laws and good customs; It is expressly prohibited to transport more people than authorized, hold races, contests, transport goods, drugs, toxic or flammable products, and any other service or purpose other than that agreed upon by both parties.

The lessee must comply with the limitation of kilometers of use of the vehicle, from its departure from the lessor's facilities, according to the type of insurance contract concluded by the lessee, such that for rentals of less than 7 days it has 300 kilometers per day, with the basic modality of insurance contract. Each extra kilometer will be charged 0.50€. If the insurance type contracted is Extended or Premium, the kilometers will be unlimited (up to a maximum of 5,000km) regardless of the number of days of the reservation.

### 3. DURATION OF THE CONTRACT

The rental contract will have the duration agreed upon by both parties. The rental period will begin with the signing of the contract and with the collection of the vehicle, and will end once the agreed calendar days have elapsed, with the return of the vehicle, at the designated place and at the agreed time.

### 4. EXTENSION OF THE CONTRACT

To request an extension, you must communicate at least 3 days in advance of the end date of the contracted period. The eventual confirmation of the extension will be subject to availability, there being no prior commitment.

If the lessor approves the extension of the contract, the tenant undertakes to immediately pay the amount of the additional deposit for said extension, the price applicable to the rental extension period being the price indicated in the current rate. In case of acceptance of the extension of the vehicle rental time, the original contract will govern with all its specifications, including the extension of the requested contract.

The amount paid as a deposit or security deposit at the beginning of the rental contract cannot under any circumstances be used for an extension of the rental contract.

### 5. EARLY RETURN REQUESTED BY THE LESSEE

In case of return of the vehicle before the agreed date, the lessee will not have any right to a refund of the amounts paid, since it is understood as a breach of contract, except for the amount paid as a deposit or security deposit under the conditions. described in the section relating to "excess and security deposit" in point 9.

### 6. RESERVATION

6.1 The reservation will only be binding after express confirmation by Compostela Campers, according to section 6.2 and exclusively for vehicle groups, not for vehicle models. The availability of vehicle groups is subject to variations due to the lessor's service needs. An attempt will always be made to deliver a vehicle with similar characteristics to replace the contracted one.

6.2 To make it effective, the lessee must pay the percentage of the set price, according to the established rates and availability, as a deposit, which will be understood as the amount of the total price. In the event of cancellation of the reservation, the amount paid as a deposit will be refunded when it occurs 30 days or more in advance of the chosen collection date. When it occurs 15 days or more in advance of the collection date, 50% of the advance deposit will be returned. In the event that it is impossible to carry out the rental on the agreed date due to force majeure or chance, the lessee may choose other dates, provided there is availability, and may not demand any compensation from Compostela Campers.

Trip cancellation insurance is available to renters.

### 7. INCLUDED IN THE PRICE

The rental price includes FREE of charge: comprehensive insurance with a deposit of 900 euros, enough chemical liquid to cover the entire contracted period, bedding (sheets, duvet and pillowcase, pillows), hand and shower towels for each occupant, complete kitchen utensils, dishwashing liquid, charged batteries, propane gas, toilet paper.

### 8. AMOUNT

The total amount must be paid before or at the time of delivery of the vehicle, in cash (maximum 999€), or by card payment or deposit into a bank account, in which case the corresponding proof must be provided.

### 9. EXCESS AND SECURITY DEPOSIT

Along with the amount of the reservation, an excess of 900 euros will be deposited using the contract holder's card. This excess will be refunded once the vehicle is returned and after Compostela Campers staff checks its condition. After the return, Compostela Campers has 72 hours to carry out the relevant inspection and communicate any possible damage to the tenant. If damage is found due to misuse, it must be paid for by the lessee.



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Its amount will be deducted from the deposit deposited, with the lessee accepting payment of the difference if the cost of the damage exceeds the value of the deposit deposited. If it is not possible to assess the damage caused immediately, Compostela Campers will have 30 days to make the settlement and return the deposit if applicable, or claim the difference between it and the cost of the damage. In the event of a loss or accident (total or partial), the amount of the comprehensive insurance deposit will also be deducted. The value of repairs or parts to be replaced in case of damage will be deducted from the amount deposited as a deposit or security deposit. The choice of workshop corresponds in all cases to Compostela Campers. The parts for replacement will always be the original ones of the vehicle.

If the type of insurance contracted is Extended, the excess will be 400€ and in the case of Premium insurance, the excess will be 0€ but a security deposit of 300€ will be blocked on the contract holder's card and will be automatically unlocked. Except in case of meeting any of the assumptions that are not covered by any insurance.

9.1 The lessee expressly undertakes to pay the lessor:

- Excess mileage
- Damage to the interior of the vehicle.
- Partial or total loss of documentation.
- Lost or damaged keys.
- Lack of diesel.
- Traffic or parking or other fines.
- Rescues on roads not suitable for traffic.
- Errors in refueling or water loading.
- Damage to the vehicle or engine due to negligence, vehicle retention/seizure.
- Damage due to misuse of contracted extras (children's chair, bedding, textile chains, etc.) a charge will be applied for the market value of the damaged extra.

### 10. DELIVERY OF THE VEHICLE

Once payment of the rental price and excess or security deposit has been confirmed, the vehicle will be delivered with all its accessories along with all the necessary complete documentation and a set of keys. In the event of loss of the set of vehicle keys or part of the vehicle's official documentation, its replacement will cost 500 euros, which is fully borne by the lessee.

10.1 Before starting the trip, the lessee is obliged to follow the instructions given by the lessor's technical staff at the lessor's headquarters (Check -in), which will describe the condition of the vehicle and which must be signed by both parties. The lessor may refuse to deliver the vehicle until the vehicle inspection has been carried out.

10.2 The lessee acknowledges, by signing this contract, having received and understood the complete instructions for the operation of the vehicle's installations and appliances.

### 11. CANCELLATION OF PICKUP

The lessee will lose the right to reserve and the deposit paid when he does not pick up the vehicle on the agreed date and time, unless he confirms his imminent arrival. From that moment on, Compostela Campers will be able to freely dispose of the vehicle.

### 12. VEHICLE DRIVING

The vehicle will be driven solely and exclusively by the driver or drivers thus recognized, people over 25 years of age and with more than 2 years of experience holding a class B driving license, which the authorities will not have withheld or withdrawn. The driver must provide a copy of the driving license at the time of reserving the vehicle. In that same act you may designate the driver (s) who, meeting the same age and seniority requirements, may replace you in driving. The driver undertakes to respect at all times the obligations and limitations described in the Highway Code. Likewise, you agree not to travel outside the road network or on unsuitable terrain. A penalty will be charged for the rescue of the vehicle on roads not suitable for driving under assessment and budget.

### 13. RESPONSIBILITIES OF THE LESSOR

The lessor delivers the vehicle in perfect condition, having carried out all the verifications and maintenance necessary for its proper functioning. It will not be responsible for mechanical failures or breakdowns caused by the normal deterioration of the vehicle, nor for expenses, delays or damages caused, directly or indirectly, as a consequence of such failures or breakdowns.

13.1 If due to force majeure, fortuitous reasons or reasons beyond the control of the lessor, the vehicle cannot be delivered on the agreed date, this will not give rise to any compensation, except for the return by the lessor to the lessee of the amount paid as booking. An attempt will always be made to deliver a vehicle with similar characteristics to replace the contracted one.

13.2 The lessor does not assume any responsibility towards the lessee for the lessee's car that is located, as free parking, in the vicinity of the lessor's headquarters during the rental period of the home vehicle.



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### 14. OBLIGATIONS OF THE LESSEE

The lessee must use and drive the home vehicle with the greatest diligence and care, complying with current regulations and legislation, being responsible for any deterioration resulting from defective, negligent or reckless action.

14.1 The vehicle has all its belts and safety systems installed, their use being mandatory for all its occupants. While driving, they must be properly restrained and cannot be lying down or in any other place in the vehicle, and compliance with all state or local traffic regulations is the responsibility of the renter.

14.2 The lessee must regularly check the levels of engine oil, coolant, tire pressure and others that correspond to the vehicle. The lessee will compensate Compostela Campers for any damage suffered to the leased property, regardless of the cause.

14.3 The lessee must ensure that the vehicle's load is correctly distributed and placed safely and always respecting the limits of weight, quantity and/or volume authorized and indicated in the Driving License and/or the Technical Inspection Sheet of the Vehicle.

14.4 The lessee must park in a flat and safe place, so extreme safety precautions will be taken with regard to the steering wheels, handbrake or reverse gear, and with regard to the support of the wheels on curbs or similar element that prevents the vehicle from moving and causing an accident.

14.5 The lessee must keep, maintain and return the vehicle in the same good condition in which it was received and without odors. At the time of its return, the cleanliness of the vehicle must correspond to what it presented when it was delivered. Otherwise a fee of 120 euros will be charged. Cleaning costs in the event of traveling with an authorized pet, resulting from any non-compliance, will be borne by the tenant.

14.6 The lessee receives the vehicle with all its tires, in good condition and without punctures. In the event of deterioration and/or loss of any of the tires (for reasons other than poor assembly or manufacturing defect), the lessee undertakes to inform the lessor of this circumstance. Tire repairs and/or replacements must always be carried out and paid for at the lessee's expense following the lessor's instructions on the approved tire model and Roadside Assistance; with the exception of renters who have contracted Premium insurance who will have tire insurance and will only have to follow the renter's instructions and roadside assistance.

### 15. RESPONSIBILITIES OF THE LESSEE

15.1 The lessee must camp and spend the night in the authorized places and will be solely responsible for non-compliance with this rule ( Traffic Instruction 08/V-74 of the DGT). An overnight stay means parking correctly within the limits of the parking lot and not having exterior elements such as chairs, tables, awnings, clothing, etc.

15.2 The lessee will be responsible for any sanctions, fines or taxes imposed by the authorities and any damage to the vehicle while the contract is in force. In any case, a fee of 30 euros is established to be paid by the lessee to Compostela Campers for the management of sanctions, fines or levies imposed, if Compostela Campers has to carry out the procedures corresponding to said cases at the request of the competent authorities.

15.3 The lessee will assume the amount of all types of fines, judicial and extrajudicial expenses derived from any traffic violation or any other type, which are directed against the vehicle during the period of validity of this rental contract, unless have arisen through the fault of the lessor.

15.4 In the event that the vehicle is retained or seized, the lessee must respond to Compostela Campers for the expenses and loss of profits that such a situation causes, calculating this on the basis of the daily rental rate of the retained vehicle. This amount will not be covered by the insurance company.

15.5 The lessee will bear the costs incurred by the lessor (including legal and solicitor fees) in claiming the amounts owed by the lessee under this contract.

15.6 The expenses incurred due to the abandonment or delivery of the vehicle in any other place than the same one in which it was delivered will be assumed by the lessee. The justification of said expenses will include both the hiring of a vehicle to tow the motorhome and the hiring of a professional driver to travel to the place where the motorhome in question is located.

15.7 The lessee will be solely responsible for the discharge of waste water and chemical content, which must be carried out in authorized places.



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### 16. USE COSTS

As a rule, Compostela Campers delivers full diesel and clean water tanks. The lessee will be responsible for the current expenses derived from the use of the vehicle, and must return it with the same level of consumable supplies with which it was delivered.

16.1 The lessee must refuel the vehicle with the appropriate type of fuel for it, otherwise, the lessee will be responsible for the expenses incurred for the transfer and/or repair of damage to the vehicle. Likewise, in this case, the lessee must pay the lessor the respective charge for loss of profit due to the immobilization of the vehicle.

16.2 When returned with a shortage of fuel, a penalty fee of 20 euros will be charged plus each outstanding liter at 2.50 euros gross.

16.3 In the event that, by mistake or negligence, the clean water tank of the motorhome is filled with diesel or other fuel or the diesel tank with water or other fuel, a penalty will be applied with a charge to the renter of 650 euros in concept of the cleaning and disinfection work of said water tank of the motorhome .

### 17. PROHIBITIONS AND PROTECTION

The lessee acknowledges that he receives the vehicle in perfect mechanical condition, provided with the necessary documentation and agrees to keep it in good condition.

17.1 It is expressly prohibited:

1. Sublease or sublet, totally or partially, the vehicle, whether for free or for consideration, as well as assigning its use to third parties for free or lucrative purposes and assisting criminals.
2. That other people drive than themselves or those expressly authorized in the current contract.
3. Carry more passengers than those specified in the vehicle documentation.
4. Commit crimes, even if these are only punished according to the legislation in force at the place of the crime.
5. Driving the vehicle in inferior physical conditions caused by alcohol, drugs, fatigue or illness.
6. Travel off the road network or on any unsuitable terrain, nor participate with the vehicle in sports, endurance, racing or other tests that may damage it.
7. Use the vehicle to push or tow other vehicles or trailers.
8. Unseal or manipulate the kilometer counter, and must immediately notify the lessor of any malfunction thereof.

17.2 Smoking is prohibited inside the vehicle. Violation of this rule will entail for the lessee the payment of the expenses incurred with a minimum penalty of 150 euros. Likewise, the lessee must assume the costs of ventilation and elimination of tobacco odor, including the losses generated by the impossibility of renting the vehicle for some time due to this reason.

17.3 It is expressly prohibited to vary any technical or ornamental characteristic of the vehicle, its equipment or accessories, or make any modification to its exterior and interior appearance, unless expressly authorized by Compostela Campers. In case of non-compliance with this prohibition, the lessee must bear all the costs of reconditioning the vehicle to its original state, and must also pay compensation for the immobilization until it is completely repaired.

17.4 The possession and transport of animals inside the vehicle is prohibited unless expressly authorized by Compostela Campers. 25 euros will be charged per pet and trip if authorized. The renter must ensure that his pet travels safely and in accordance with current regulations. Said pet must be vaccinated and the corresponding restrictions must be met.

17.5 If it is found that the provisions of the previous sections have been violated . 17.1, 17.2, 17.3 and 17.4 the lessor may immediately terminate the rental contract and the lessee will bear all the costs of reconditioning the vehicle to its original state, and must also pay compensation for the immobilization of the vehicle until it is completely repaired. Said compensation will amount to the number of days that the vehicle is immobilized at the price stipulated in the current daily rate and for that specific vehicle model.

### 18. MANDATORY INSURANCE

All vehicles are insured under the conditions contained in their policy, for the entire value of the vehicle and with comprehensive coverage with excess and have 24-hour roadside assistance telephone numbers.

18.1 The comprehensive insurance does not include the personal effects of the lessee and his companions and does not cover damage caused by the lessee inside the vehicle.

18.2 The lessee, under no circumstances, will be exempt from its responsibilities, civil, administrative, criminal or of any kind that are a consequence of an accident or malicious behavior or from those civil responsibilities derived from facts or circumstances not contemplated as included in the policy of the tenant. sure.



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### 19. ACCIDENTS, THEFT, BREAKDOWNS, OBLIGATION TO REPORT

In the event of a breakdown or accident, the validity of the contract is not suspended, except due to the fault or serious negligence of Compostela Campers. Breakdowns and accidents caused by causes solely and exclusively attributable to the lessee will be borne by the lessee.

In the event of breakage of any element of the vehicle, breakdown or accident, the lessee must immediately notify Compostela Campers by calling or sending a WhatsApp message to 0034 636 74 73 17 or the Roadside Assistance telephone numbers, in order to receive instructions. how to proceed and that the lessor can inform the Insurer.

19.1 In the event of an accident, theft, fire, damage caused by meteorological phenomena or game species, and in general in any case of damage or breakdown of the vehicle, the lessee must do everything appropriate to protect the interests of the lessor, and may not abandon the vehicle. vehicle without having taken adequate measures to protect and safeguard it.

19.2 In the event of an accident or breakdown, the repair of which does not exceed 72 hours, it is the lessee's obligation to order the repair of the vehicle to guarantee safety and operation during the rental and which does not exceed 150 euros. Only in the event that said repair is a consequence of normal wear and tear of the vehicle must the lessor be responsible for the repair. In the event that, during the time in which the vehicle is leased, repairs or ordinary maintenance expenses occur for a value greater than 150 euros, the lessee must obtain authorization from the lessor to be able to carry out said maintenance or repair operation. The value of the repair or maintenance operation authorized by the lessor and paid by the lessee will be reimbursed to the lessee at the time of return of the vehicle, upon presentation of the invoice issued by a workshop, which must be issued in the name of the lessor, whose data appears on each sheet of this contract. As long as the lessee is not responsible for the damage according to section. 18. Damage affecting tires is excluded from this rule. See point 14.6

19.3 In the event of an accident, whether there is a contrary or not, the lessee must complete the standard friendly declaration report that will be found among the vehicle documentation and inform the lessor of the circumstances of the accident within a period of time. not exceeding 24 hours, by means of a copy of the report by e-mail addressed to [info@compostelacampers.com](mailto:info@compostelacampers.com) or WhatsApp to the number 0034 636 74 73 17, the original of which must be delivered at the time of returning the vehicle. In the event of an opposing party, if the opposing party refuses to sign a friendly declaration, the lessee must request police presence and deliver a copy of the corresponding statement to the lessor.

19.4 The accident, theft or breakdown of the vehicle does not oblige the lessor to make a replacement vehicle available to the lessee.

19.5 In the case of theft, theft, or theft of use of the vehicle, the lessee will immediately report such circumstance to the competent authority of the place where the event in question occurred, communicating such circumstance to the lessor within a period of no more than 24 hours. , by means of a copy of the report by e-mail addressed to [info@compostelacampers.com](mailto:info@compostelacampers.com) or WhatsApp to the number 0034 636 74 73 17, the original of which must be delivered at the time of return of the vehicle. Otherwise, the contracted insurance and coverage will be void.

19.6 It is the lessee's obligation to stop the vehicle as soon as possible, and as long as the traffic circumstances allow it, at the moment when any warning light comes on that indicates an anomaly in the vehicle's operation. When such a circumstance occurs, it is the lessee's obligation to contact the lessor or Roadside Assistance to report such circumstance and to await instructions in this regard.

19.7 In the event of breakage or damage to any part of the interior or exterior of the motorhome , the lessee is obliged to inform the lessor within a period of time not exceeding 24 hours from when the anomaly or breakage was detected. In this way, the lessor will have more time to acquire the corresponding spare part to repair the vehicle and thus not harm the next lessee.

19.8. In the event of non-compliance by the lessee with any of these measures, if applicable, the lessor may claim from the lessee damages caused by the lessee's negligence, including the loss of profits of the leasing company during the time the vehicle is immobilized. .

### 20. RETURN OF THE VEHICLE

The duration of the rental will be that initially agreed in the rental contract. The lessee agrees to return the vehicle to the lessor along with the keys, documentation, accessories and additional equipment, before the expiration of the contracted period and in the same place where the vehicle was delivered.

#### 20.1 FINAL CHECK OF THE VEHICLE

When returning the vehicle, the lessee is obliged to carry out a final inspection of it. THE LESSOR HAS 72 HOURS TO DETECT DEFECTS IN THE RECEIPT OF THE VEHICLE, and must notify the lessee within that period. Any damage that is not noted in the delivery document, but that is detected and/or in subsequent control in the workshop, will be the responsibility of the lessee. Failure to sign the return document ( Check - out ) will not exempt the lessee from responsibility.



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### 20.2 CLEANING

1. At the time of its return, the diesel tank must be full (see point 16.) and the cleanliness of the vehicle must correspond to what it presented when it was delivered.

The vehicle will be returned with the kitchen and utensils clean and collected; with the wastewater tank empty and the toilet tank empty and clean. Otherwise, a fee of 100 euros will be charged when the chemical toilet is not emptied and 49 euros when the gray water is not emptied.

2. Special cleaning of the vehicle: If after returning the vehicle in the event that it is delivered in a state of dirt such that the intervention of a specialized company is required (By way of example, but not limited or exhaustive, states of dirt are considered to be require the intervention of a specialized company: vomiting, ink stains, mud, dirt caused by animals), a minimum charge of 120 euros will be applied.

In this sense, it is specifically noted that this amount to be paid for cleaning is absolutely compatible and independent of the payment for cleaning the toilet tank that has been specified in point 1.

3. Cleaning costs in the event of traveling with an authorized pet, resulting from any non-compliance, will be borne by the tenant.

### 20.3 DELAYS IN RETURN

1. Delays in the return that are not due to force majeure, not attributable to Compostela Campers or that are not authorized, will be penalized with double the applicable daily rate. Along with this compensation set to compensate for the use of the vehicle, the lessee must compensate the leasing company for any other damage, such as, for example, the amounts that Compostela Campers must pay to injured third parties who have made a reservation and who could not receive the payment. vehicle on time. As a rule, 60 euros will be charged for each hour of delay.

2. In the supposed case of non-return of the vehicle by the lessee on the scheduled date and after one day without having news of the delay in return, the lessor will consider misappropriation of the vehicle and proceed to file a complaint with the competent authorities.

3. Any justified cause of force majeure that prevents the return on the agreed day must be immediately communicated to the lessor so that he can accept it. Otherwise, it will be considered an unauthorized delay in accordance with the provisions of point 1.

### 21. TERMINATION OF THE CONTRACT

In addition to the causes included in the Civil Code, the contract will be terminated when any obligations agreed in the contract are not met.

### 22. TRUTHFULNESS OF THE DATA

It is understood that the data provided by the lessee is correct. Falsehoods communicated with malicious intent will void the contract, without prejudice to the legal responsibilities that this may entail.

### 23. JUDICIAL SUBMISSION

For all conflicts that may arise regarding the interpretation, application, effects and non-compliance of the lease contracts, the contracting parties submit to the courts and tribunals of Santiago de Compostela, expressly waiving any other forum that could arise. correspond.

### 24. LOCATION DEVICES

To preserve, protect, detect, prevent crimes and analyze the performance of the vehicle, the lessor will use electronic devices that allow it to monitor its status, operation and follow its movements. This information may be used during and after the end of each rental and service, with the sole purpose of carrying out the execution, control and compliance of said service and analyzing the performance of the vehicle. The collection and use of said information will be treated in accordance with the provisions of the Privacy Policy of Compostela Campers ( Dioiva Iniciativas SL). By accepting these General Conditions, the user expressly declares that he has granted his explicit consent to the use of said electronic devices and the Policy. Privacy Policy of Compostela Campers ( Dioiva Iniciativas)

### 25. PRIVACY POLICY/ACCESS TO YOUR PERSONAL DATA

We inform you that your data will be transferred by legal obligation to the Ministry of the Interior of the Government of Spain, by virtue of Royal Decree 933/2021, of October 26, which establishes the obligations of documentary registration and information of natural persons or legal entities that carry out lodging and motor vehicle rental activities (Annex I, letter A, point 3). In accordance with the provisions of the General Regulation (EU) 2016/679 on Data Protection and Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, when you decide to rent a vehicle with us, we inform you that the data provided throughout the provision of the service will be incorporated into the Processing Activities owned by DIOIVA INICIATIVAS, SL with CIF number B 70.417.167 and registered office at Rúa da Comunidade Valenciana, nº 7, 15.707, Santiago de Compostela (A Coruña). The purpose of said treatment is to provide you with optimal service as a lessee and the maintenance of the commercial relationship, if applicable, established. Specifically, you authorize us to use your personal data for our legitimate interests, including statistical analysis, credit monitoring and protection of our assets. This could include having to disclose your personal data to insurers and other organizations assisting in recovery procedures and against fraudulent claims. You can exercise your rights of access, rectification, deletion, limitation, opposition and portability at any time, in writing, accompanied by a copy of an official document that identifies you, addressed to the address indicated above, or to [emailinfo@compostelacampers.com](mailto:emailinfo@compostelacampers.com). You can consult additional and detailed information on Data Protection in our Privacy Policy on the website [www.compostelacampers.com](http://www.compostelacampers.com)



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26. FINAL EXHIBITION

The above is the faithful expression of the concordant will of those gathered, who, as a sign of agreement, sign and accept this document, in the place stated on the delivery sheet.

LESSEE

Signature

NAME

SURNAME:

ID /PASSPORT:

LESSOR



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BOOKING N.º

Santiago de Compostela, xxxxxxxxxxx of 202