

Standard Rental Terms and Conditions for Motorhomes Rental in Portugal

Dear Customer, your contract partner is the respective local rental station that will hand the vehicle over to you. Therefore, upon conclusion of a contract on the booking of a motorhome, the following Rental Terms and Conditions (to the extent effectively agreed) will become part of the contract coming about between the partners and licensees of McRent Holding GmbH, i.e. the respective local rental station (hereinafter referred to as the „Rental Firm“) and you (hereinafter referred to as the „Hirer“). Please read these Terms and Conditions of Business carefully.

Standard Rental Terms and Conditions of McRent, its Partners and Licensees

1. Scope, Contents of Contract, Applicable Law

1.1 The following Standard Terms and Conditions [AGB] of McRent, its partners and licensees (hereinafter referred to as „Rental Firm“) apply exclusively. Any terms and conditions of the Hirer that contradict or deviate from the Standard Terms and Conditions of the Rental Firm will not be recognised. The Standard Terms and Conditions of the Rental Firm will even apply if the Rental Firm hires the motorhome out to the Hirer without reservations, knowing that terms and conditions of the Hirer contradict or deviate from these Standard Terms and Conditions.

1.2 The exclusive subject matter of the contract with the Rental Firm is the hiring out of the motorhome. The Rental Firm is under no obligation to provide any travel services, and in particular no package of travel services.

1.3 In the event of booking, a rental contract will come about between the Rental Firm and the Hirer(s) that is exclusively governed by Spanish law. The Hirer will organise his journey himself and make use of the vehicle on his own responsibility. The rental contract is limited to the specific period agreed. Any tacit extension of the rental for an indefinite period of time on the basis of continued use is hereby excluded.

1.4 All agreements between the Rental Firm and the Hirer must be concluded in writing.

2. Minimum Age, Authorised Drivers

2.1 The Hirer and any other driver must be at least 25 years old and must have been in possession of a Class B or comparable international driving licence for at least two years. Any persons not resident in the territory of the EU must be in possession of an international driving licence.

2.2 Please note that some of the Rental Firm's vehicles have a total weight of more than 3.5 tonnes and that an appropriate driving licence is required for driving such vehicles. Persons in possession of a Class B driving licence must, as a precaution, consult the Rental Firm about the technically permissible total weight of the vehicle rented.

2.3 If, upon renting, a respective driving licence cannot be presented, the motorhome shall be regarded as not collected. In such case, there shall apply the respective terms of cancellation (see 4.2).

2.4 The vehicle may only be driven by the Hirer and the drivers named in the rental contract.

3. Rental Charges and their Calculation, Rental Period

3.1 The applicable rental charges are those stated in the Rental Firm's price list in force at the time the contract is concluded. Any minimum rental period that may be prescribed during particular travel periods is likewise indicated in the Rental Firm's price list in force at the time the contract is concluded. The prices applicable are those specified in the price list for the season within which the rental period booked falls. A flatrate service charge will be invoiced for every rental. The amount of that charge can also be gathered from the Rental Firm's price list in force at the time the contract is concluded.

3.2 The rental charges for optional accessories can be gathered from the Rental Firm's price list in force at the time the contract is concluded.

3.3 The minimum rental period is three days.

3.4 The respective rental charges include: VAT at a rate of 16 %, unlimited mileage for rental periods of more than three days, insurance cover according to the German „Kasko“ insurance model (cf. Section 11) and the vehicle manufacturer's mobility guarantee.

3.5 The rental period starts when the Hirer takes possession of the motorhome at the rental station and ends when the rental station employee takes it back.

3.6 If the vehicle is returned after the time agreed in writing, the Rental Firm will charge an amount of € 26.00 per hour of delay (up to a maximum charge equal to the relevant full-day price for every day late). Any costs incurred as a result of claims asserted by a subsequent hirer or any other person against the Rental Firm on the ground of a late receipt of the vehicle that the Hirer is responsible for are to be borne by the Hirer.

3.7 If the vehicle is returned before the expiry of the agreed rental period, the full contractually agreed rental charge must be paid.

3.8 The motorhome will be supplied with a full tank and must be returned in the same condition. Otherwise, the Rental Firm will charge an amount of € 2.20 per litre of diesel fuel. Fuel and running costs during the rental period are to be borne by the Hirer.

3.9 In case the vehicle is returned at a rental station other than the rental station where it was received, there must be concluded a separate agreement with the Rental Firm and a respective amount to be agreed upon before the delivery of the vehicle must be paid.

4. Reservations and Changes in Bookings

4.1 Reservations are only binding after they have been confirmed by the Rental Firm as described in Section 4.2 and only for vehicle groups, not for vehicle types. This will also apply if a specific vehicle type is mentioned as an example in the description of the vehicle group.

4.2 Within a period of ten days from the issue of a written confirmation of reservation by the Rental Firm, a deposit of 30 % of the total rental charge must be paid. Only then the reservation will be binding upon both parties. If the Hirer exceeds this deadline, the Rental Firm will cease to be bound by the reservation.

In case of a withdrawal from the binding booking caused by the Hirer, the following cancel-

lation fees shall become due, calculated on the basis of the first confirmed booking:

- Until 50 days before the start of rental, 10 % of the rental charge
- Between 49 to 15 days before the start of rental, 50 % of the rental charge
- Less than 15 days before the start of rental, 80 % of the rental charge
- On the day of rental or in case of failure to receive, 95 % of the rental charge

5. Terms of Payment, Security Deposit

5.1 The predicted rental charge calculated on the basis of the booking details must be received not later than 14 days before the commencement of the hire in an account of the Rental Firm to be notified to the Hirer, free of any charges.

5.2 The security deposit to an amount of EUR 750.00 must be paid to the Rental Firm by means of credit card at the latest when the vehicle is collected for guaranteeing compliance with the contractual obligations.

5.3 In case of short-notice bookings (less than 14 days before the date of rental), both the security deposit and the rental charge will be due immediately.

5.4 The Rental Firm will reimburse the security deposit upon proper return of the vehicle and settlement of the final rental account, after the vehicle has been inspected by an authorized representative of the Rental Firm who, in case of defects due to improper use, has to fix the amount to be paid by the Hirer. Said amount will be deducted from the security deposit, in which connection the Hirer agrees to settle any differences if the scope of defects exceeds the amount of the security deposit made. If an immediate assessment of the damage should not be possible, the Rental Firm shall have a period of 30 days for making the final account and reimbursing the security deposit, if applicable, or asserting possible differences between the latter and the actual expenses for the rectification of the defects. In case of an accident, there is moreover deducted the excess of the car insurance [Kasko] from the security deposit.

In case a reimbursement of the rental charge paid in advance should become necessary, it shall be reimbursed together with the security deposit.

5.5 The Hirer expressly obliges himself to pay the following to the Rental Firm:

- Upon return of the vehicle, the kilometre charge for three-day rental according to the rates in force and/or the additional charges resulting from the application of these Standard Rental Terms and Conditions;
- The fees incurred for the return of the vehicle at another place or in another town without the prior consent of the Rental Firm;
- All kinds of fines, court costs, extrajudicial costs charged against/incurred by the vehicle, the Hirer or the Rental Firm during the term of the existing rental contract for infringements of the Road Traffic Regulation or other infringements, unless they resulted from a fault on part of the Rental Firm;
- In case of a retention or attachment of the vehicle due to the Hirer's fault, all respective costs shall be borne by the latter, including the expenses for the loss of profit of the Rental Firm of the retained or attached vehicle during the period the vehicle is immobilized;
- Costs incurred by the Rental Firm (including fees of lawyers and counsels) in connection with the assertion of amounts owed by the Hirer on the basis of the existing contract;
- The vehicle is covered by a vehicle insurance [Kasko] with excess (excluding the personal items of value of the Hirer and the persons accompanying him). In case of accident or theft, the Hirer must assume an amount of € 750 per case of loss.

5.5 If the Hirer defaults on payment, default interest will be charged in accordance with the applicable statutory regulations.

6. Vehicle Collection and Return

6.1 Before taking the wheel, the Hirer is obliged to take part in a detailed introduction to the vehicle by the Rental Firm's experts at the rental station. On that occasion, there is drawn up a detailed report (Check Out) of delivery describing the condition of the vehicle that is to be signed by both parties. The Rental Firm is entitled to refuse to hand over the vehicle until this introduction has taken place.

6.2 Upon return of the vehicle, the Hirer is obliged to carry out a final examination of the vehicle together with rental station staff, with a written return report (Check In) to be prepared and jointly signed by the Rental Firm and the Hirer. Any damage not specified in the report of delivery that is detected upon return of the vehicle shall be at the Hirer's expense.

6.3 Vehicles can be collected from Monday to Friday between 4 p.m. and 7 p.m. They can be returned from Monday to Friday between 10 a.m. and 12 noon. On Saturdays, collection and return are only possible after prior arrangement and subject to the payment of an additional charge to be agreed upon. The days of collection and return will be charged together as one day, provided a total time of 24 hours is either not exceeded or only exceeded due to the fault of the Rental Firm.

6.4 In the event of a non-approved delay in return, a contractual penalty to the amount of three times the contractually agreed price is to be paid. If a return on the agreed day should not be possible due to force majeure, the respective reason must be immediately communicated to the Rental Firm in order to obtain the approval of the latter; otherwise the delay is regarded as non-approved.

6.5 If the Hirer desires an extension of the rental relationship, he must communicate that to the Rental Firm at least three days before the expiration of the contract. A possible confirmation of the extension then will depend on the current availability situation of the Rental Firm so that the latter does not enter into any respective obligations in advance.

6.6 Any alteration of the period of the rental is subject to approval by the Rental Firm. A failure to comply with these Terms and Conditions entitles the Rental Firm to take the vehicle back or to claim it back before court. The Rental Firm reserves the right to a return of the vehicle at any time during the term of contract if its utilization infringes the contractual provisions set forth herein.

6.7 If, upon return of the vehicle at the end of the rental term, the Hirer, for reasons he is responsible for, is not present in case of return by leaving the keys in a box or due to non-availability and any damage is detected on the vehicle, he must accept the assessment of the damage based on the inspection made by the Rental Firm's staff.

6.8 The vehicle is to be returned with a clean interior and emptied service-water and WC containers. Otherwise, there will be charged an additional cleaning fee based on the respective rates.

6.9 In case the drinking-water tank is filled with diesel or any other fuel or the diesel tank is filled with water or any fuel, a contractual penalty to an amount of € 750 will be charged.

7. Prohibited Use, Duties of Care

7.1 The Hirer confirms to have received the vehicle in a flawless technical condition and

equipped with the required documentation, the appropriate tools, tyres and accessories and obliges himself to keep it in a good condition. Furthermore, he obliges himself to always comply with the obligations and restrictions set forth in the applicable Road Traffic Regulations and moreover -

- a. not to allow that it is driven by any person other than himself or by any persons who do not have an express permission to drive it;
- b. not to transport more persons than specified in the vehicle documents;
- c. not to sublet the vehicle, not to transport persons for commercial purposes and to refrain from any kind of use not set forth in the contract;
- d. not to transport any goods, narcotics, toxic or inflammable products;
- e. not to leave it to a third party for use, whether against or without payment, and not to support offenders in any way;
- f. not to commit any punishable acts, even if they are only liable to punishment at the place of the offence;
- g. not to drive the vehicle in a physically limited condition due to consumption of alcohol or narcotics, tiredness or illness;
- h. not to leave the road network or drive on unsuitable terrain or participate with the vehicle in sports competitions, vehicle tests, races or other events by which the vehicle might suffer damage;
- i. not to use the vehicle for push-starting or towing other vehicles or trailers;
- j. not to unseal and/or manipulate the odometer, the Rental Firm having to be immediately informed about a possible damage to the odometer;
- k. not to leave, without the Rental Firm's permission, the territory of the following countries: Germany, Andorra, Austria, Belgium, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Slovak Republic, Slovenia, Spain, Finland, France, United Kingdom, Greece, the Netherlands, Hungary, Ireland, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Sweden and Switzerland;
- l. not to make journeys to countries that are in a state of war or where armed conflicts take place - journeys to such countries are expressly forbidden -;
- m. to park and keep the vehicle properly and to protect it against frost damage, hail and rock-fall or other atmospheric events that may cause damage to the vehicle.
- n. The Hirer is expressly prohibited from changing any technical features, the keys, locks, equipment, tools and/or accessories of the vehicle or altering its external and internal appearance in any way, unless with the express written approval of the Rental Firm. In case of an infringement of this paragraph, the Hirer must bear all costs of restoring the original condition of the vehicle as well as periods of immobilization of the vehicle until its complete repair.

7.2 The vehicle must be treated carefully and appropriately and must be properly locked. The regulations and technical rules applicable to its use must be complied with. Its operating condition, in particular oil and water levels and tyre pressure, must be monitored. The Hirer undertakes to check the vehicle regularly to make sure that it is in a roadworthy condition.

7.3 All vehicles are non-smoking vehicles. Pets may only be carried subject to the Rental Firm's express approval. Cleaning expenses caused by non-compliance with these regulations must be borne by the Hirer. Any costs which may be incurred for ventilation or for the elimination of contamination with smoke, including lost profit resulting from temporary non-availability of the vehicle for rental owing to these circumstances, shall also be borne by the Hirer.

7.4 In case of a proven violation of the provisions in the above paragraphs 7.1, 7.2 and 7.3, the lessor may terminate the lease without notice.

8. What to Do in the Event of an Accident

8.1 After an accident or damage caused by fire, theft or collision with a wild animal (game), the police must be informed immediately and also the Rental Firm via the phone number of the rental station (telephone number stated in the rental contract), at the latest on the working day following the day of the accident/incident. It is not permitted to accept any third-party claims as valid.

8.2 Except for a „declaration of amicable settlement“, there must not be made any admission of fault or any anticipations with regard to fault. The Hirer must record the data of the other party involved in the accident and of the witnesses and send them, together with information on the way the accident happened, to the Rental Firm within the defined period and must immediately inform the authorities if the accident was caused due to the fault of the other party involved in the accident. The accident report must be properly completed and signed and handed over to the Rental Firm upon return of the vehicle at the latest. The document must in particular include the names and addresses of the persons involved, the data included in the driving licence, the information on the other party involved in the accident, including the name of the insurance company and the number of the policy, the information on witnesses, if any, as well as the registration numbers of the vehicles involved.

8.3 In the event of a robbery or theft of the vehicle, a notice must be immediately given to the competent authority and the Rental Firm must be informed simultaneously. Not later than within 24 hours, the Rental Firm must be sent a copy of the notice together with the vehicle keys. Otherwise, the insurance contracts and amounts of coverage are void.

8.4 Also in case of a damage without an adverse party, the Hirer must, irrespective of the amount of the damage, prepare a detailed written report together with a respective sketch for the Rental Firm. If the Hirer, for whatever reason, fails to write the report and that way causes that the insurance company does not pay compensation for the damage, he shall be obliged to pay the respective total amount.

8.5 The vehicle must not be left without taking measures for appropriately securing and protecting it, for which purpose the road traffic safety organization named by the insurance company is to be contacted, if necessary.

8.6 In case the Hirer fails to take the measures to be taken in a given case, the Rental Firm can claim from the Hirer compensation for the damage caused by his negligence, including compensation for loss of profit of the Rental Firm during the time the vehicle is immobilized.

9. Defects in the Motorhome

9.1 Any claims for damages of the Hirer on the basis of defects that the Rental Firm is not responsible for are hereby excluded.

9.2 Any defects in the motorhome or its equipment that are discovered after the commencement of the hire must be reported in writing to the Rental Firm by the Hirer when returning the vehicle. Claims for damages based on subsequently notified defects shall be excluded unless the claim is based on a non-obvious defect.

10. Repairs, Substitute Vehicle

10.1 Normal wear and tear of the vehicle is the Rental Firm's affair. If, due to the duration of the journey or the road conditions, it appears to be advisable, the respective maintenance work shall be performed by an authorised repair firm.

10.2 If any warning light in the vehicle lights up, the vehicle must be stopped as soon as possible and the Rental Firm or exclusively the road traffic safety organization named by the Rental Firm is to be informed; there may be exclusively consulted an authorised repair firm, unless an express other permission has been obtained from the Rental Firm.

10.3 The Hirer may order repairs that are necessary in order to maintain the vehicle in a good working and roadworthy condition during the rental period provided they do not exceed a price of EUR 150.00. He only needs the approval of the Rental Firm for that purpose. The latter will assume the repair costs against submission of the original invoices and the parts replaced, as long as the Hirer is not liable for the damage pursuant to Section 11 below. This does not apply to tyre damage.

10.4 If a defect for which the Rental Firm is responsible makes such a repair necessary and if the Hirer does not have the defect rectified on his own initiative, the Hirer must notify the Rental Firm of the defect immediately and set a reasonable deadline for its repair. The Rental Firm does not assume liability for any circumstances specific to a particular country (e.g. infrastructure) that may delay the repair.

10.5 In case of damage to components of the living area, the Hirer must report such damage immediately to the Rental Firm from whom he will get the respective instructions for the repair.

10.6 If, without any fault on the part of the Hirer, the motorhome suffers serious damage or if it is foreseeable that the vehicle cannot be used for an unreasonably long time or is to be taken off the road and the Rental Firm can provide the Hirer with a substitute vehicle with either the same or a higher number of places within a reasonable period of time, a termination of the contract is excluded.

10.7 If, due to the Hirer's fault, the motorhome suffers serious or if it is foreseeable that the vehicle cannot be used for a longer time or is to be taken off the road, the Rental Firm can refuse the supply of a substitute vehicle. In such case, a termination of the contract by the Hirer is excluded. In case the Rental Firm can make a substitute vehicle available to the Hirer, it can charge the resulting costs to the Hirer's account.

11. Hirer's Liability, Vehicle Insurance

11.1 In accordance with the principles of a comprehensive vehicle insurance [Kasko insurance], the Rental Firm will, in case of a damage, fully indemnify the Hirer against liability for material damage, subject to an excess to an amount of EUR 750.00 to be borne by the Hirer.

11.2 Under no circumstance, the Hirer is released from its liability under civil law, administrative law or criminal law as a consequence of accidents or negligent acting.

11.3 The indemnity against liability according to Section 12.1 will not apply if the Hirer fails to observe the rules set forth in the subsections of Section 8.

11.4 The indemnity against liability according to Section 12.1 will not apply if the Hirer has caused a damage by intent or gross negligence.

11.5 In case of negligence, the Hirer will be moreover liable in the following cases:

- a. in the Hirer disregards the road traffic rules or regulations applicable in the country where he drives;
- b. if loss/damage was caused by impaired ability to drive under the influence of drugs or alcohol;
- c. if the Hirer or a driver to whom the Hirer has left the vehicle commits hit-and-run driving (absconds after an accident);
- d. if the Hirer, contrary to the obligation set forth in Section 8, fails to call the police to an accident, unless such breach of obligation has neither affected the assessment of the cause of the damage nor the assessment of the amount of damage;
- e. if the Hirer breaches any other obligations under Section 8, unless such breach of obligation has neither affected the assessment of the cause of the damage nor the assessment of the amount of damage;
- f. if loss/damage is due to usage prohibited under Section 7.1;
- g. if loss/damage is due to a breach of an obligation according to Section 7.2;
- h. if loss/damage is caused by an unauthorised driver to whom the Hirer has left the vehicle;
- i. if loss/damage is due to a failure to take account of the vehicle's dimensions (height, width, length);
- j. if loss/damage is due to a failure to comply with the load regulations.

11.6 The Hirer is liable for all costs, fees, fines and penalties imposed on the Rental Firm in connection with the use of the vehicle, unless they are based on a fault on the part of the Rental Firm.

11.7 Several Hirers are jointly and severally liable.

12. Liability of the Rental Firm, Statute of Limitation

12.1 The Hirer must return the vehicle in a flawless condition after respective inspection and performance of maintenance work required for its perfect operation. The Hirer shall be neither liable for cases of technical failure or breakdown attributable to normal wear and tear of the vehicle nor for any costs, delays or impairments that occurred directly or indirectly as a consequence of such failure or breakdown.

12.2 If a supply of the vehicle in due time is not possible due to force majeure, accidental events or reasons that the Hirer is not responsible for, that does not cause a right to claim damages, except for the repayment of the amount paid on account for the reservation by the Rental Firm to the Hirer.

12.3 The Rental Firm does not assume liability for the Hirer's car parked on its premises free of charge during the term of rental of the motorhome.

12.4 The Rental Firm is liable without limitation for intent and gross negligence. In case of simple negligence, the Rental Firm is only liable for foreseeable loss/damage typical of the type of contract concerned, if there is a breach of an obligation the meeting of which is of particular importance to the achievement of the purpose of the contract (cardinal duty). This standard of liability also applies in cases of obstacles to performance upon conclusion of the contract.

12.5 There apply the Standard Terms and Conditions [AGB] available at the rental station at the start of the rental.

13. Place of Jurisdiction

For all disputes arising out of or in connection with the rental contract for the motorhome, it is hereby agreed that the place of jurisdiction shall be that of the respective rental station.

Valid from 01 February 2008