

Terms and General Conditions for a Motorhome Rental

Both Parties, heretofore known as the 'Renter' and the 'Lessor', on signature of these General Conditions for rental of a motorhome, undertake that they will mutually respect the conditions set out herein. The Renter stipulates that the vehicle will be handled in good management and will not be deliberately damaged or exposed to danger or threat.

1. Reservation deadline and dates of payments

The Renter shall sign the contract at the time of booking (registration form) with the remark: *»I am familiar with the general conditions of hiring a motorhome«* and thereby accept them. All further conditions as stated in the terms herein become a legal obligation to both Renter and Lessor.

In case of booking registration made via telephone or the internet, then it shall be deemed that the Renter has adopted the provisions of these terms at the time of telephone or internet reservation of the motorhome has been finalised. The essential condition for the validity of such a reservation shall be the payment of the invoice in accordance with the deadline specified. Upon confirmation of booking the vehicle, the amount of 30 % of the total rental fee shall be paid. The total amount of the rental price (in season) must be paid no later than 20 days before departure, otherwise the reservation shall be deemed as cancelled.

2. Cancellation of reservation

In the case of cancellation, a charge will be made for cancellation of the reservation, as follows:

Cancellation of up to 30 days before departure invokes a charge of 10 % of the total value of the rental price,

Cancellation of up to 29 days and including 15 days before departure invokes a charge of 50 % of the total value of the rental price,

Cancellation of up to 14 days before departure and including the day of departure invokes a charge of 100 % of the total value of the rental price.

In co- operation with the insurance company, the Lessor shall offer the Renter a *»Cancellation Risk«* insurance policy.

If the Renter is unable to attend the trip, the reservation may be changed (transferred) to another person who meets the requirements with prior confirmation by the Lessor. For every alteration and modification to already confirmed bookings, the Lessor may charge an extra 25 Euros administrative fee. Each alteration to the date of travel within one month of departure shall be deemed as a cancellation and subject to the charges as mentioned in Article 2 above.

3. Deposit and vehicle takeover

Upon takeover of the vehicle, a deposit in the amount of 1000 € is required as security to the Lessor, to be paid by credit card.

This sum is intended to cover the following potential costs incurred during the vehicle rental :

- 1% excess of the value of the vehicles fully comprehensive insurance in the event of accident or theft of the vehicle,
- Loss of no claims bonus,
- Missing and/or damaged equipment,
- Repairs and damages which are not included in the fully comprehensive insurance package (inadvertent damage to the vehicles equipment ...)

Deposits shall be returned to the Renter, without interest, when the vehicle is returned intact and damage free.

In the case of any form of accident, the deposit shall be forfeited in its entirety for damage to the equipment or items which may not be covered by the fully comprehensive insurance, however after elimination of costs for any damage caused.

In the case of any accident, damage to, or theft of the vehicle, the Renter must ALWAYS demand compulsory viewing by the police and submit the written police report on returning the vehicle. Otherwise, the Renter shall bear the costs of returning the vehicle to its original condition in full. In the case of claims and damage to the vehicle (including minor damage and injury) it is necessary to inform the Lessor of the situation immediately without delay.

4. Length and duration of vehicle rental

The vehicle shall be rented from a Friday to a Friday (in season) for periods of 7, 14 and 21 days. In season rental of *less* than 7 days is not possible without special prior agreement. Rental of less than 7 days is possible out of season.

Take over and return of vehicles is to be made at the depot in Novo Mesto between 08.00 and 09.00 am and between 12.00 and 16.00 pm. Exceptions are possible by special agreement.

Surrender of the vehicle shall be confirmed by an examination of the vehicle, its equipment, bodywork, paintwork and engine, followed by the mutual signing of the Minutes, which is the basis for handover and bind both Renter and vehicle owner/Lessor.

5. Vehicle return after rental period

The vehicle is required to be returned latest **until 09.00 am**. Out of season exceptions may be made (as noted in the Minutes of the handover).

In case of a delay in returning a rented vehicle up to 1 (one) hour shall be charged at 50 Euros. Each subsequent hours delay will be charged at the price of 100 Euros/hour.

The Renter shall return the vehicle to the Lessor at the place where it was originally handed over, unless stated otherwise in the rental agreement. On return, the vehicle must be in the same condition as when the Renter received it.

At the time of return, the vehicle must have:

- an emptied waste-water tank,
- a full tank of fuel (pointer must be on highest point on dashboard fuel gauge).
Otherwise, missing fuel is charged plus a 25 Euro surcharge for refuelling.
- an emptied sewage waste tank and clean toilet WC.

On returning, the examiner determines the status of the vehicle and checks the operation of all devices inside the vehicle. Any deficiencies or damage identified is recorded in the Minutes of acceptance and return. The Renter is responsible for any damage, defects and missing articles found on return handover of the motorhome.

In case of a delay when returning the vehicle due to force major or otherwise, **the Renter is obliged to notify the Lessor** by telephone about the cause of delay and the estimated time of arrival. A rental extension is not possible without prior agreement.

The vehicle is **strictly no smoking**. In the case of a breach of this rule, the Renter will be charged an extra cleaning fee of 100 Euros which will be accounted for in the deposit.

6. Cleaning the motorhome

On takeover of the vehicle, the Renter is charged a mandatory final cleaning fee of 120 Euros (Novo mesto, Slovenia), 150 Euros (Zagreb, Croatia). The customer accepts the vehicle cleaned inside and out, with the waste water tank empty.

The vehicle is to be returned in the same state. In the case of extremely dirty vehicles and/or not emptied toilet, the Renter will be charged an extra cleaning fee as per the Lessors price list.

7. Repairs to the motorhome during rental

Any repairs to the vehicle (in the living quarters as well as to the engine) without prior agreement of the Lessor are prohibited and the Renter is held materially liable. Any cost of repairs that are not coordinated and approved by the Lessor in advance will not be recognised.

Any repairs to the vehicle whilst abroad are permitted subject to prior agreement by the Lessor, and *only* at authorised FIAT or RENAULT service establishments.

8. Renters liability and behaviour in road accidents.

Provisions of the Law on Road Safety and Transport Accidents state that the Renter must be at least 21 years of age and hold a valid driving license for at least 3 (three) years.

Should the insurance refuse to cover damages caused on the rented vehicle due to any reason, the Renter is obliged to pay the amount of the damage to the Lessor in full.

In case of a traffic accident, the Renter is required to complete the European road traffic accident report form, inform the police and obtain a police report of the incident.

On return of the damaged vehicle, the Renter is obliged to fill out the Slovene accident report form. The Renter must deliver the Lessor with the appropriate documentation and supply a sketch of the incident and the damage to the motorhome. The police report must contain the names and details of all parties in the accident and the Green Card number of all participating cars in a traffic accident. The Renter is fully liable in case of damage caused because of an overloaded vehicle (total

permissible weight of the vehicle is 3500 kg), or who transports prohibited substances or persons with illegitimate documents or persons without ID/passports ... in short everything that is not permitted under the Law of the Republic of Slovenia and other countries.

The Renter is solely liable for any injuries which are however not the result of a traffic accident.

9. Vehicles keys, documents and traffic offences

The Renter is obliged to **always** carry the vehicle documents and keys (ignition key, door- lock key) **with him** at all times when leaving the vehicle. Otherwise, the insurance will not cover the costs incurred in the event of theft or loss.

Any eventual breach or penalty deriving from this address, which arises during the time of rental of the vehicle are to be borne by the Renter himself, who is also held materially and criminally liable.

10. Lessor liability

The Lessor shall ensure that the motorhome is technically safe and free of any defects that could be the cause of an accident. The Lessor shall not be liable for personal belongings which have been left behind or forgotten in the motorhome, both when travelling or upon return at the end of the lease.

11. Using a car park free of charge

Our guests can park their car on the address Podbevškova ulica 13. The responsibility of such parking bears the guest himself. The lessor has no additional insurance or security staff during the rental time. The lessor will look after the cars parked and will do his best to secure them from injuries. However, injuries are not excluded and do not present the cost of Adria Plus d. o. o.

12. Camping and motorhome usage outside campsites

The client commits himself to follow the rules consistently in every country regarding forbidden overnight accommodation and camping outside campsites. The client bears full responsibility for forbidden parking. In case the motorhome gets a wheel clamp or towed, the client accepts all costs regarding the situation and is also responsible for the profit loss of the lesser (in case of a delay of the motorhome turnover resulting from towing or getting a wheel clamp).

13. General conditions

These terms and conditions are written in two equal copies. The Renter receives one copy on take over of the motorhome and the Lessor receives the other copy. For any disputes, the Court of Novo Mesto shall be responsible for jurisdiction.

14. Agreement to terms and conditions

With his/her signature below, the Renter confirms that he/she is aware of the general conditions for rental of a motorhome and undertakes that he/she will abide and respect them in full.

Adria Plus d.o.o.

Adria Holidays

Renter:

Adria Plus Trgovina in storitve d.o.o. Novo mesto Podbevškova ulica 13 8000 Novo mesto Slovenija

tel: +386 (0)7 39 35 400 Mati

na št.: 1625918 Dav

na št.: SI10947558 IBAN: SI56029510090309357

pri banki NLB d.d Swift code: LJBASI2X Družba je registrirana pri okrožnem sodišču v Novem mestu

SRG 2001/00409, št. Vložka 1/04274/00 Osnovni kapital: 868.727,00 EUR