Atenção às seguintes informações:

As condições aplicáveis e o seu parceiro contratual dependem do local acordado para o levantamento da autocaravana.

Quando reservar uma campervan para recolha

- na **Europa (incluindo o Reino Unido, a Suíça e a Noruega)** é o
    - **Parceiro contratual**: Roadsurfer GmbH, Winzererstraße 47d, 80747 Munique, Alemanha e a
    - **Os termos contratuais aplicáveis** são: Termos e condições gerais de acordo com a **Secção A.**;

- nos **Estados Unidos da América (EUA)** é o
    - **Parceiro contratual**: RS USA, Inc., 838 Walker Road, Suite 21-2 Dover, DE, 19904, Estados Unidos da América e a
    - **Os termos contratuais aplicáveis** são: Termos e Condições Gerais ("*Termos e Condições*") em conformidade com a **Secção B.**;

- no **Canadá** é o
    - **Parceiro contratual**: Roadsurfer Canada Inc., Suite 1700, Park Place, 666 Burrard Street, Vancouver, BC V6C 2X8 e a
    - **Os termos contratuais aplicáveis** são: Termos e Condições Gerais ("*Termos e Condições*") em conformidade com a **Secção C.**;

Secção A. Termos e Condições Gerais da Roadsurfer GmbH

1. Lei aplicável, conteúdo do contrato, posição do cliente

O objeto do contrato é exclusivamente o aluguer de uma carrinha de campismo com design interior padrão ou individual e, se necessário, seus respetivos acessórios disponibilizados pela roadsurfer GmbH como locador ao locatário.

As disposições a seguir aplicam-se igualmente às chamadas reservas de Rallye. Salienta-se expressamente que, no caso destas reservas, podem aplicar-se condições especiais, que devem ser consultadas no respetivo contrato de aluguer.

A legislação da República Federal da Alemanha aplica-se exclusivamente ao contrato se o aluguer for realizado em um local do locador na Alemanha. A validade do direito comercial da ONU e do direito internacional privado alemão está excluída. Ao alugar em um local fora da Alemanha e se o locatário for um consumidor, ou seja, uma pessoa física que conclui uma operação jurídica para fins que não são predominantemente sua atividade comercial ou profissional independente (veja o art. 13 do código civil alemão) aplica-se igualmente a lei alemã. Além disso, aplicam-se as disposições obrigatórias de proteção do consumidor, em vigor no país no qual o locatário tem sua morada habitual, desde que tais disposições forneçam mais proteção ao locatário.

Os documentos essenciais para a relação contratual são:

1. o contrato de aluguer com as respetivas condições acordadas e o relatório de avaliação do veículo de aluguer contido no contrato,
2. a confirmação de reserva por e-mail,
3. estas condições gerais.

O locatário utiliza o veículo de aluguer sob a sua própria responsabilidade e organiza ele próprio a sua viagem. O locador não deve nenhuns serviços de viagem. As disposições legais sobre o contrato de viagem organizada, em particular os artigos 651 a-m BGB (código civil alemão), não se aplicam direta nem correspondentemente à relação contratual.

Nos termos da Secção 312 g (2) N.º 9 do Código Civil Alemão (BGB), não há direito de revogação dos contratos de arrendamento com consumidores que sejam celebrados exclusivamente através de meios de comunicação à distância ou fora dos estabelecimentos comerciais.

O veículo de aluguer pode ser utilizado para viagens apenas dentro dos seguintes países (‘**Países permitidos’**): nos países da União Europeia bem como na Islândia, Noruega, Suíça, Albânia, Andorra, Bósnia-Herzegovina, Liechtenstein, Monaco, Moldávia, Macedônia do Norte, Montenegro, Sérvia e Grã-Bretanha.

Viagens e deslocações em Azerbaijão, Bielorrúsia, IsraeL, Irã, Marrocos, Rússia, Tunísia, Turquia, Ucrânia, Kosovo e todos os outros países não pertencentes à União Europeia estão excluídas e não são permitidas, com exceção dos territórios especificamente enumerados e autorizados nos Países permitidos.

Se o locatário utilizar o veículo alugado num desses países excluídos, terá de pagar uma penalização contratual no valor de 500 €. Se, após ser contactado pela locadora, o locatário regressar imediatamente a um dos «países autorizados», a penalização contratual será de 150 €.

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Se o locatário manipular a TCU ou o sistema eletrónico do veículo, em particular o sistema de navegação, a penalização contratual será de 250 €.

As carrinhas de campismo são alugadas exclusivamente para fins privados, como viagens de férias, participações em eventos desportivos, uso quotidiano ou similares. É proibida qualquer utilização comercial, comportamento de condução invulgar (p. ex. mesmo percurso várias vezes para trás e para a frente, viagens como táxi ou autocarro) ou a utilização para mudanças de casa. Uma violação confere ao locador o direito de rescindir o contrato de aluguer sem aviso prévio por justa causa e, se necessário, o direito a reivindicar danos.

É proibido ao locatário usar o veículo de aluguer para participar de eventos de motorismo e testes de veículos, para transportar substâncias explosivas, altamente inflamáveis, tóxicas, radioativas ou outras substâncias perigosas. A utilização é também proibida para a prática de infrações aduaneiras ou outras infrações penais, mesmo que estas só sejam puníveis ao abrigo da lei da cena do crime, para subaluguer, concessão ou para outros fins comerciais, exceto para fins expressamente acordados contratualmente ou para outras utilizações que vão além da utilização contratual. Se houver alguma dúvida sobre a utilização do veículo de aluguer, o locador reserva-se o direito de não entregar o veículo de aluguer.

É estritamente proibido colar adesivos sobre os emblemas de publicidade da roadsurfer ou remover tais emblemas nos veículos da mesma. Adesivo adicional (Co-Branding) pode ser permitido em casos individuais e após consulta.

O aluguer de uma carrinha de campismo para uso como Home Office para as atividades de gabinete do locatário ou dos seus funcionários (quando alugados por clientes corporativos) não constitui uso para fins comerciais.

2. Condutores de veículos autorizados

Basicamente autorizadas a conduzir a carrinha de campismo são todas as pessoas físicas adultas que possuem uma carta de condução válida de classe 3 ou B por pelo menos um ano no momento do aluguer.

O locatário e todos os condutores são indicados por escrito no contrato de aluguer e devem apresentar a sua carta de condução original ao locador aquando da entrega do veículo. Não são aceites cópias. O proprietário do veículo de aluguer é o locatário pelo período de aluguer acordado.

No caso de cartas de condução válidas de países não pertencentes à UE/EEE, cujos dados estejam redigidos exclusivamente em alfabetos não latinos (por exemplo, apenas em árabe, chinês ou cirílico), é necessária, para além da carta de condução nacional, uma carta de condução internacional ou uma tradução para alemão efetuada por um clube automóvel internacionalmente reconhecido do país de emissão, por um clube automóvel alemão, por entidades oficiais do país de emissão ou por um tradutor juramentado e nomeado judicialmente. Cabe ao locatário informar-se sobre a necessidade de possuir uma carta de condução internacional.

O locatário é responsável pelas ações do condutor como se fossem dele. Vários locatários são solidariamente responsáveis.

Devem ser indicados ao locador todos os acompanhantes durante o período de aluguer. Em caso de dúvida quanto à veracidade da finalidade e do número de acompanhantes, o locador reserva-se o direito de não entregar o veículo de aluguer.

O veículo de aluguer só pode ser conduzido pelo próprio locatário e pelos condutores especificados no contrato de aluguer. Se o locatário permitir que um condutor não autorizado conduza o veículo de aluguer, isso constitui uma violação das condições do aluguer. O locatário é plenamente responsável por todos os danos causados por um condutor não autorizado. O condutor não autorizado não desfruta da proteção de seguro, mesmo através de serviços adicionais oferecidos pelo locador (pacotes de redução de responsabilidade, etc.). Nesses casos, a proteção de cobertura existe apenas no âmbito do seguro de responsabilidade civil.

O aluguer do veículo para clientes corporativos é permitido apenas para fins privados do locatário ou dos seus funcionários, de acordo com a cláusula 1. Se, como resultado da regulamentação contratual no contrato de aluguer, o locatário na sua posição como cliente corporativo puder disponibilizar o veículo de aluguer aos seus funcionários, o locatário é obrigado a garantir que o veículo de aluguer seja entregue apenas a funcionários autorizados a conduzir de acordo com esta cláusula 2.

O locatário e os condutores não podem dirigir o veículo de aluguer se a sua capacidade de conduzir for prejudicada, principalmente sob a influência de álcool, drogas ou doença.

O locatário não está autorizado a efectuar qualquer remoção e/ou modificação de peças do veículo, em particular componentes de tracção, travagem, direcção e/ou carroçaria, ou a desactivar os sistemas telemáticos sem o consentimento prévio por escrito do locador. Em caso de infracção culposa, oarrendatário tem direito a uma rescisão extraordinária.

3. Preços

O preço total do aluguer é composto pelo preço do aluguer diário, equipamento reservado (se aplicável), a taxa de reserva e a taxa de viagem. O preço de aluguer diário inclui o aluguer do veículo para o período de aluguer especificado no contrato de aluguer. Os custos de manutenção e reparações de desgaste, bem como a cobertura de seguro acordada também são cobertos. Os preços publicados em https://roadsurfer.com/pt-pt/ no momento da celebração do contrato incluem o respetivo IVA em vigor. O respetivo preço de aluguer diário pode ser encontrado na visão geral de preços em https://roadsurfer.com/pt-pt/precos/.

Além do preço do aluguer diário, existe uma taxa de reserva e uma taxa de viagem no montante acordado no momento da reserva. A taxa de reserva e taxa de viagem também se aplica à reserva de um Roadsurfer Rallye. Nesse caso, como equipamento adicional, só podem ser reservados conjuntos de roupa de cama e o transporte de animais de estimação.

A taxa de reserva cobre os gerais de resereva e serviço. A taxa de viagem cobre os custos de preparar o teu autocaravana para a estrada – incluindo logística e entrega.

O locatário deve arcar com todos os custos que não estejam expressamente incluídos no preço total de aluguer e que não sejam por ele cobertos. Isso inclui, em especial, as taxas de portagem, custos de combustível, taxas de estacionamento, taxas do parque de campismo, bem como outros custos de estacionamento ou taxas de transporte como, por exemplo, custos de ferry. Em casos individuais, é possível que um locatário anterior tenha

pago certos custos ou taxas (por ex., vinheta anual na Suíça) para o veículo alugado, que também pode ser usado pelo locatário na relação de aluguer atual. No entanto, não existe direito a tais serviços adicionais.

As penalidades ou multas são igualmente suportadas pelo locatário. O locador cobra uma taxa fixa de processamento por mandato para o processamento de multas, radares de trânsito e multas de estacionamento de acordo com a lista de taxas em vigor no momento da devolução (disponível em https://rent-help.roadsurfer.com/hc/pt-pt/articles/49584762454291-Taxas-adicionais-Que-encargos-podem-ser-aplicados). Esta taxa não será cobrada se o locatário puder provar que a multa de estacionamento ou de trânsito era infundada, que o locatário ou o motorista em questão não teve culpa ou que o dano efetivamente causado é inferior ao valor da taxa. O inquilino tem o direito de provar que não se verificou qualquer dano ou que este é significativamente inferior ao montante fixo.

O Locatário autoriza o Locatário a debitar os custos de aluguer do automóvel devidos nos termos da relação contratual e todos os outros créditos relacionados com o contrato de aluguer a partir do método de pagamento apresentado no momento da celebração do contrato de aluguer ou posteriormente ou designado no contrato de aluguer. Em particular, o locatário autoriza o locador a pagar a taxa acordada de acordo com esta cláusula 3 das condições gerais para mandatos de penalidade, radares de trânsito e multas de estacionamento, taxas de processamento de danos de acordo com a cláusula 11 e a taxa de processamento de tarifas de portagem de acordo com a cláusula 14 a serem debitadas via cartão de crédito. O locatário autoriza a locadora a debitar irrevogavelmente todos os custos contratuais acordados (por exemplo, limpeza, reabastecimento, devolução tardia, danos e portagens) que venham a ser devidos após a celebração do contrato, através do método de pagamento indicado no contrato de locação ou apresentado posteriormente. Todos os quilómetros percorridos pelo locatário com o veículo de aluguer estão incluídos no preço do aluguer diário, desde que não se trate de uma reserva para Rallye, salvo acordo em contrário por escrito e desde que não seja discernível qualquer comportamento invulgar de condução. Se uma utilização indevida for descoberta posteriormente, o locatário é obrigado a indemnizar o locador.

O preço total do aluguer inclui os quilómetros definidos pela locadora durante o processo de reserva. Cada quilómetro adicional não abrangido pela reserva será cobrado ao locatário de acordo com a política de quilómetros adicionais estabelecida no momento da reserva.

Os descontos especiais (campanhas, ofertas de empregados ou campanhas de feiras e exposições) não podem ser combinados com outros descontos, como descontos de longo prazo ou de reserva antecipada.

4. Reserva

Ao enviar o formulário de reserva preenchido, o locatário envia uma proposta vinculativa para a celebração do contrato de aluguer e aceita as condições gerais do locador através de um procedimento de autoinclusão no processo de reserva.

Para fins informativos, o locatário recebe uma mensagem na página de reservas, bem como um e-mail automático direto (Instant Mail) do locador sobre a receção do pedido de reserva. Só após a receção da confirmação de reserva ativa e por escrito (por e-mail) do locador através do portal de reservas em https://booking.roadsurfer.com/pt/rent é que a

reserva de aluguer é aceite de modo vinculativo pelo locador (=conclusão do contrato) e o veículo de aluguer é considerado como tendo sido confirmado.

O locador tem o direito de se recusar a concluir um contrato de aluguer dentro do escopo da sua própria disposição.

Com a conclusão da reserva, o preço total do aluguer, incluindo todos os extras e a taxa de reserva, torna-se imediatamente exigível. O montante total deve ser pago sem demora através do método de pagamento indicado durante o processo de reserva. Se o pagamento não for efetuado atempadamente, a Roadsurfer tem o direito de rescindir o contrato de aluguer e alugar o veículo a outro cliente.

Se o locatário adicionar uma **opção flex** paga ao celebrar o contrato de locação, o seguinte se aplica ao vencimento do preço total da locação:

- **Reservas feitas mais de 60 dias antes da recolha:** 50% do valor total será cobrado imediatamente e os restantes 50% serão cobrados 60 dias antes da entrega do veículo alugado.
- **Reservas feitas 60 dias ou menos antes da recolha:** ao concluir a reserva, o preço total do aluguer será cobrado imediatamente.

5. Cancelamento

Se o locatário desistir da sua reserva vinculativa, aplica-se o seguinte direito contratual de desistência, quando o locador receber o aviso de desistência:

- **Entre 0 e 48 horas** antes do início do aluguer acordado, não há direito ao reembolso do preço total do aluguer, incluindo extras. Nem a taxa de reserva nem a taxa de viagem serão reembolsadas.
- Em caso de cancelamentos efetuados pelo **menos 48 horas** antes do início do aluguer acordado, não haverá reembolso do preço total do aluguer, incluindo extras. No entanto, o locatário receberá de volta a taxa de viagem.

No caso de uma **opção flex** reservada, aplica-se o seguinte:

- **Entre 0 e 48 horas** antes do início do aluguer acordado, não há direito ao reembolso do preço total do aluguer, incluindo extras. Nem a taxa de reserva nem a taxa de de viagem serão reembolsadas.
- Cancelamentos com pelo **menos 21 dias** de antecedência do início do aluguer acordado: será reembolsado o preço total do aluguer, excluindo a taxa de reserva, ou o locatário poderá alterar a reserva para qualquer período, de acordo com o ponto 5 (2), pelo valor total do aluguer.
- Cancelamentos no **período de 21 dias até ao início do aluguer acordado**: Não há direito ao reembolso do preço total do aluguer. Apenas a taxa de viagem será reembolsada.

(2) Remarcação: Para além do direito contratual de rescisão acima referido, é possível remarcar para um período de aluguer diferente ("remarcação") antes do início do período de aluguer:

- Alteração da reserva pelo **menos 60 dias** antes do início do aluguer: se a alteração da reserva resultar num preço total de aluguer superior ao inicialmente acordado,

o locatário deverá pagar a diferença. Se, por outro lado, o preço total do aluguer for inferior ao preço total inicialmente acordado, será efetuado o reembolso da diferença. Se o período de aluguer for reduzido, não se trata de uma alteração da reserva, mas sim de um cancelamento parcial. Ou seja, nesse caso, não será efetuado qualquer reembolso do montante diferencial.
- Alteração da reserva no **período de 60 dias até à recolha**: não há direito a reembolso ou vale de cancelamento no valor da diferença.

No caso de uma **opção flex** reservada, aplica-se o seguinte:

- Alteração da reserva pelo **menos 14 dias** antes do início do aluguer: se a alteração da reserva resultar num preço total de aluguer superior ao inicialmente acordado, o locatário deverá pagar a diferença. Se, por outro lado, o preço total do aluguer for inferior ao preço total inicialmente acordado, será efetuado o reembolso da diferença. Se o período de aluguer for reduzido, não se trata de uma alteração da reserva, mas sim de um cancelamento parcial. Ou seja, nesse caso, não será efetuado qualquer reembolso do montante diferencial.
- Iteração da reserva no **período de 14 dias antes do início do aluguer até à recolha**: não há direito a reembolso ou vale de cancelamento no valor da diferença.

(3) O locatário tem o direito de efetuar várias remarcações.

Após a realização de uma nova reserva, aplica-se o seguinte ao direito contratual de anulação e a qualquer nova reserva: O intervalo de tempo entre a primeira remarcação e o início do período de aluguer do contrato de aluguer inicial determina permanentemente as condições de anulação e as taxas de remarcação (exemplo: se o contrato de aluguer inicial for remarcado 30 dias antes do início do período de aluguer, as condições de uma anulação/remarcação 30 dias antes do início do período de aluguer aplicam-se à anulação/remarcação de cada contrato de aluguer subsequente remarcado, independentemente do momento em que a anulação/remarcação é efetivamente declarada).

(4) O equipamento já reservado não pode ser cancelado separadamente de uma reserva. Os custos de equipamento como suportes de bicicletas ou sanitas de campismo não serão reembolsados se a reserva for cancelada.

(5) O locatário reserva-se o direito de provar que nenhum ou apenas pequenos danos ocorreram.

(6) Se o contrato de aluguer for rescindido prematuramente porque o veículo alugado foi devolvido, não haverá direito a reembolso parcial do preço do aluguer, vale de cancelamento ou remarcação (parcial) para um período de aluguer diferente.

(7) As seguintes condições aplicam-se aos vales de cancelamento:

- São válidos por 1 ano a partir da data de emissão.
- Após o cancelamento de uma reserva paga com um vale de cancelamento, a data de validade do vale de cancelamento original aplica-se ao vale de cancelamento emitido.
- Não é possível efetuar o pagamento em dinheiro do valor do vale.
- Aplicam-se os preços e as condições gerais atuais no momento da reserva; não existe direito de impor o preço original do aluguer.

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- A revenda, transferência e/ou cessão dos vales de cancelamento não é permitida.
- Ao utilizar um vale de cancelamento, a taxa de reserva aplicável no momento da nova reserva será cobrada novamente.

(8) Os direitos legais de anulação não são afectados pela presente cláusula 5.

6. Tipo de pagamento e caução

No início do arrendamento, o inquilino deve depositar, como garantia do cumprimento das suas obrigações contratuais, além do valor da renda, uma caução no montante acordado aquando da reserva, através de cartão de crédito, cartão de débito ou cartão EC. A caução será confirmada ao locatário no formulário de aluguer. O veículo de aluguer não será facultado sem o depósito da caução. Um não atempado pagamento do adiantamento, valor total ou caução, autoriza o locador à rescisão imediata do contrato de aluguer sem aviso prévio por boa causa e com possível pedido de indemnização.

Quando o veículo é entregue no início do período de aluguer, qualquer dano existente no veículo alugado será registado por escrito e será entregue um relatório de condições ao locatário. Se o veículo for devolvido em boas condições, para além dos danos indicados no relatório de condições, o depósito será reembolsado imediatamente após o fim do período de aluguer, desde que o depósito tenha sido pago com cartão CE. Se o depósito tiver sido bloqueado por cartão de crédito, será automaticamente libertado depois de o veículo alugado ter sido devolvido. Contudo, isto não isenta o arrendatário da responsabilidade por defeitos ou danos escondidos ou ocultos que sejam descobertos pelo arrendador dentro de 48 horas após a devolução do veículo alugado. A autorização do pagamento com cartão de crédito pode demorar até 30 dias. A autorização do pagamento com cartão EC pode demorar até 6-8 semanas.

Em caso de acidente com outra parte, a caução, incluindo a franquia devida do locatário, será retida ou reclamada pelo locador até que a questão da culpa seja totalmente esclarecida judicialmente ou extrajudicialmente.

Taxas ou custos adicionais (por exemplo, tarifas fixas especiais de limpeza) de acordo com a lista de taxas em vigor no momento da devolução (disponível em https://rent-help.roadsurfer.com/hc/pt-pt/articles/49584762454291-Taxas-adicionais-Que-encargos-podem-ser-aplicados) serão cobrados do locatário quando o veículo for devolvido, desde que estes possam ser calculados para o momento em questão. Se surgirem custos adicionais, p. ex. por uma multa ou por danos ao veículo de aluguer, que foram determinados na devolução, o locatário pagará estes custos ao locador e outros custos administrativos (p. ex., custos de processamento de danos, taxa de processamento de multas) numa data posterior, assim que o locador tenha tomado conhecimento desses custos.

O locador tem o direito de reter as taxas ou custos adicionais correspondentes diretamente da caução.

7. Período de aluguer

O período de aluguer estende-se desde o levantamento acordado do veículo até à sua devolução final. O período mínimo de aluguer é de 3 a 7 noites.

O veículo deve ser devolvido no prazo especificado no contrato de aluguer.

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Se o período de aluguer for excedido, o locatário terá de pagar uma indemnização fixa por cada hora iniciada, de acordo com a lista de taxas em vigor no momento da devolução (disponível em https://rent-help.roadsurfer.com/hc/pt-pt/articles/49584762454291-Taxas-adicionais-Que-encargos-podem-ser-aplicados), a menos que o locatário não seja responsável pelo retorno atrasado, pelo qual o locatário arca com o ónus da prova. A taxa máxima para cada retorno atrasado de 24 horas depende igualmente da lista de taxas em vigor no momento da devolução. Se o locador sofrer danos colaterias devido a um atraso na devolução do veículo (p. ex., perda de lucros, pedidos de indemnização por parte do locatário subsequente, despesas de organização, etc.), o locador reserva-se o direito de fazer valer estes direitos de indemnização contra o locatário.

Se o veículo de aluguer for devolvido prematuramente, antes da data de devolução acordada, o valor total do aluguer acordado no contrato de aluguer será, no entanto, pago. Em geral, não existe acordo por parte do locador para converter automaticamente o aluguer num aluguer por tempo indeterminado.

Ao reservar um Rallye o local de recolha e devolução, bem como a hora de recolha e devolução, são acordados de forma definitiva. Não é possível desviar-se deste acordo.

8. Levantamento e devolução do veículo de aluguer

O veículo é levantado e devolvido nos postos. O veículo de aluguer deve ser levantado pelo locatário no momento acordado, no local definido no contrato de aluguer.

Em alguns casos, pode acontecer que os suportes para bicicletas se encontrem montados no veículo de aluguer, embora não tenham sido expressamente reservados pelo locatário, a fim de assegurar o bom funcionamento do negócio de aluguer. O locador não é obrigado a desmontar o suporte para bicicletas. Para as reservas de ferries, aplicam-se os comprimentos dos veículos comunicados na página web (até 6 metros em cada caso).

Se um veículo da categoria reservada não estiver disponível no momento da entrega, a locadora reserva-se o direito de fornecer um veículo de tamanho e equipamento comparáveis ou superiores. Isso não acarreta custos adicionais para o locatário. Se for oferecido ao locatário um veículo menor e este for aceite, o locatário receberá um desconto adequado. Este desconto é determinado individualmente e o seu valor é baseado nas funcionalidades e no equipamento dos veículos comparáveis. Além disso, estes descontos dependem da disponibilidade e dos preços dos modelos individuais e, por isso, podem ser limitados a um determinado valor.

Ao receber o veículo, o locatário é obrigado a realizar uma verificação inicial do autocaravana. O locatário deve testar as funções mais importantes do autocaravana. Os danos já existentes devem ser documentados pelo locatário. Em seguida, é realizada uma verificação conjunta do veículo com um funcionário da locadora e as constatações feitas em conjunto são confirmadas pela assinatura do locatário e do funcionário no protocolo de entrega. A comunicação de danos constatados posteriormente não pode ser considerada e tais reclamações não têm qualquer possibilidade de sucesso.

O locatário também é obrigado a realizar uma verificação do equipamento. O locatário deve verificar se o seguinte equipamento está disponível e em bom estado de funcionamento:

- Cunhas de nivelamento
- Recipiente de água e tubo de enchimento

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- Cabo de alimentação exterior com adaptador
- Escova manual
- Garaffa de gás
- Uma mesa de campismo e duas cadeiras de campismo
- Estores
- Frasco Solbio
- Manivela para toldo

A locadora não se responsabiliza por equipamentos em falta ou com defeito que o locatário só comunique após a partida.

O locatário é obrigado a devolver o veículo de aluguer, as chaves do veículo e o equipamento, no final do período de aluguer no local e à hora, definidos no contrato de aluguer. Se o veículo de aluguer não for devolvido no dia acordado no contrato de aluguer e, se o locatário não informar imediatamente o motivo da devolução atrasada, o locador deverá presumir que o locatário está a utilizar o veículo de aluguer de forma ilegal. Neste caso, o locador tem o direito de registar uma queixa junto da autoridade competente.

O locatário é responsável pelo equipamento alugado, caso este não seja devolvido juntamente com o veículo ou não se encontre no veículo, desde que tal situação seja da responsabilidade do locatário. Nesse caso, o locatário deverá pagar uma indemnização fixa de acordo com a lista de taxas em vigor no momento da devolução (disponível em https://rent-help.roadsurfer.com/hc/pt-pt/articles/49584762454291-Taxas-adicionais-Que-encargos-podem-ser-aplicados). O locatário tem o direito de provar que não ocorreram danos ou que estes são significativamente inferiores aos danos reclamados.

Na devolução da carrinha de campismo, o locatário é obrigado a inspecionar o veículo alugado juntamente com um representante do locador. No decurso desta inspeção, a locadora verifica o estado em que o veículo é devolvido e se há custos adicionais de acordo com a tabela de tarifas. A verificação do veículo quanto a novos danos é realizada separadamente, na ausência do locatário. Nessa altura, são registados novos danos no veículo que ainda não foram notados no relatório de avaliação quando o veículo foi entregue. Em caso de danos, o locador emitirá uma fatura no prazo de 14 dias após a devolução do veículo. Se danos ocultos, por exemplo, devido à sujidade externa, não possam ser vistos durante a inspeção do veículo, a devolução incontestada do veículo não resulta num reconhecimento negativo de culpa por parte do locador.

O veículo alugado deve ser devolvido com o depósito cheio. Se o tanque não estiver completamente cheio, será cobrada ao locatário uma indemnização fixa, dependendo da quantidade de combustível existente, de acordo com a lista de taxas em vigor no momento da devolução (disponível em https://rent-help.roadsurfer.com/hc/pt-pt/articles/49584762454291-Taxas-adicionais-Que-encargos-podem-ser-aplicados). O locatário tem o direito de provar que não ocorreram danos ou que estes são significativamente inferiores aos danos alegados.

O locador poderá deduzir o montante diretamente da caução.

Antes de devolver o veículo de locação ao locador, o locatário deverá:

- limpar o interior (varrer, aspirar e limpar) (“**Limpeza Interior**”),
- remover qualquer sujidade significativa (por exemplo, grandes manchas de lama) do exterior e

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- esvaziar a retrete solidamente instalada no veículo e/ou as retretes móveis de campismo, bem como os depósitos de água doce e de águas residuais do veículo (“**Esvaziamento”**).

O locador assume a limpeza interior e exterior posteriores do veículo.

Os custos e as despesas de limpeza decorrentes do facto de o locatário não limpar o interior do veículo de forma adequada ou não esvaziar a retrete de campismo ou o depósito de água doce ou de águas residuais, ou de o veículo estar consideravelmente sujo, serão cobrados de acordo com a lista a lista de taxas em vigor no momento da devolução (disponível em https://rent-help.roadsurfer.com/hc/pt-pt/articles/49584762454291-Taxas-adicionais-Que-encargos-podem-ser-aplicados). O veículo alugado deve ser devolvido com o depósito cheio. Se o tanque não estiver completamente cheio, será cobrada ao locatário uma indemnização fixa, dependendo da quantidade de combustível existente, de acordo com a lista de taxas em vigor no momento da devolução (disponível em https://rent-help.roadsurfer.com/hc/pt-pt/articles/49584762454291-Taxas-adicionais-Que-encargos-podem-ser-aplicados). O locatário tem o direito de provar que não ocorreram danos ou que estes são significativamente inferiores aos danos alegados.

9. Dever de cuidado e diligência

O locatário deve manusear o veículo de aluguer com cuidado e observar todos os regulamentos e regras técnicas relevantes, bem como fechar o veículo de aluguer adequadamente e protegê-lo contra roubo. As instruções de funcionamento do veículo de aluguer e de todos os dispositivos incorporados, etc. devem ser observadas rigorosamente. Em particular, o locatário compromete-se a respeitar as regras de trânsito em vigor nos respetivos países. A condução só é permitida com uma botija de gás segura e travada.

O próprio locatário e os companheiros de viagem são responsáveis pela observância dos regulamentos aduaneiros, de câmbio, saúde, portagem, passaporte, visto e trânsito. Todos os eventuais custos e inconvenientes que possam resultar do incumprimento das presentes disposições serão suportados por essas pessoas.

Não é permitido fumar nos veículos de aluguer. Se a proibição de fumar no veículo de aluguer não for respeitada, serão cobradas taxas pela proibição de fumar, de acordo com a lista de taxas em vigor no momento da devolução (disponível em https://rent-help.roadsurfer.com/hc/pt-pt/articles/49584762454291-Taxas-adicionais-Que-encargos-podem-ser-aplicados) e possivelmente retidas do depósito. É permitido ao locatário provar que os danos não ocorreram de nenhuma forma ou foram significativamente inferiores à taxa de limpeza pela proibição de fumar.

Os animais de companhia, em especial os cães, só podem ser transportados em carrinhas especialmente concebidas e identificadas para proprietários de pequenos animais de companhia. Estas podem ser reservadas mediante o pagamento duma taxa especial. Não são permitidos animais em nenhuma outra carrinha que não esteja identificada como “Dogbus”. Se o locador verificar uma violação, o locatário deverá pagar os custos separados de limpeza (remoção de pelo de animais, tratamento com ozono, etc.) de acordo com a lista de de taxas em vigor no momento da devolução (disponível em https://rent-help.roadsurfer.com/hc/pt-pt/articles/49584762454291-Taxas-adicionais-Que-encargos-podem-ser-aplicados) , bem como um montante de 500 € pela perda de

valor do veículo. Se uma “Dogbus” for riscada ou estiver particularmente suja devido ao transporte de um pequeno animal, o locador também se reserva o direito de cobrar ao locatário pela correspondente perda de valor do veículo de aluguer, bem como pelos custos de limpeza. O locatário tem o direito de provar que não houve qualquer dano ou que o dano ou prejuízo sofrido é consideravelmente inferior.

10. Reparação e manutenção

Durante o período de aluguer, o locatário é obrigado a tomar todas as medidas necessárias para manter a carrinha de campismo no estado em que estava quando foi alugada. O locatário deve ter em atenção as luzes de advertência no display do veículo e tomar todas as medidas necessárias de acordo com as instruções de funcionamento.

Em particular, o locatário é obrigado a verificar o nível do óleo, o nível do líquido de refrigeração, bem como a pressão dos pneus e o estado dos pneus antes e durante a viagem.

Os custos de manutenção corrente, tais como os materiais consumíveis do veículo de aluguer, são suportados pelo locatário durante o período de aluguer acordado. Os custos dos serviços de manutenção prescritos e das reparações de desgaste necessárias ficam a cargo do locador.

Se o campista estiver equipado com um tanque AdBlue, o arrendatário deverá assumir o campista com um tanque AdBlue cheio no início da viagem e será obrigado a devolver o campista com um tanque AdBlue totalmente cheio. Se a caravana não for devolvida com um tanque de AdBlue totalmente cheio, será cobrada ao arrendatário uma taxa fixa de acordo com a lista de de taxas em vigor no momento da devolução (disponível em https://rent-help.roadsurfer.com/hc/pt-pt/articles/49584762454291-Taxas-adicionais-Que-encargos-podem-ser-aplicados) pelo enchimento do tanque de AdBlue pela empresa de aluguer.

O arrendatário é obrigado a assegurar que o tanque de AdBlue seja enchido correctamente sem demora, a expensas suas, se os sinais de aviso se acenderem.

Quando o Locatário calcula a taxa fixa para o enchimento do tanque de AdBlue, o Locatário tem o direito de provar que não houve custos ou que estes foram inferiores.

Quaisquer alterações e intervenções mecânicas na carrinha de campismo sem a autorização prévia por escrito do locador são proibidas. Caso esta regra seja violada, o locatário é obrigado a arcar com os custos necessários para restaurar o veículo ao estado em que estava quando foi alugado.

As reparações que se tornem necessárias para garantir a segurança operacional ou rodoviária do veículo só podem ser realizadas pelo locatário com o consentimento do locador durante o período de aluguer. Os custos de reparação são suportados pelo locador mediante apresentação das respetivas faturas, salvo se o locatário for responsável pelos danos.

11. Responsabilidade do locatário e seguro

No caso de acidentes, perda, roubo ou manuseio indevido do veículo de aluguer (como, por ex., conduzir o veículo em estradas não pavimentadas) ou violação das obrigações contratuais de acordo com as cláusulas 2, 8, 9 e 10 destas condições gerais, o locatário

é responsável pelos custos de reparação incorridos como resultado, em caso de dano total, pelo valor de substituição do veículo alugado menos o valor residual, a menos que o locatário não seja responsável pela ocorrência do dano. Além disso, o locatário também é responsável por qualquer dano consequente, em particular por prejuízos, custos de reboque e de resgate, os prejuízos decorrentes da imobilização do veículo, bem como honorários de especialistas. A responsabilidade do arrendatário prescreve em conformidade com os regulamentos estatutários. Estes custos não estão abrangidos por uma eventual limitação de responsabilidade (ponto 13).

O veículo de aluguer possui seguro contra responsabilidade civil e seguro abrangente. O capital segurado do seguro de responsabilidade civil é de 100 milhões €. Os diferentes montantes de cobertura que se seguem aplicam-se à recolha de um veículo nos seguintes países:

- Recolha na Reino Unido: A responsabilidade por danos materiais está limitada a 5 milhões de libras esterlinas (GBP).
- Recolha em Portugal: A cobertura da responsabilidade civil está limitada a 50 milhões de euros.

O locador está autorizado a cumprir ou rejeitar as reivindicações por danos feitas contra o locatário em seu nome e a oficializar todas as declarações que pareçam apropriadas para esse fim, dentro do âmbito da devida apreciação.

Se reivindicações forem apresentadas judicialmente ou extrajudicialmente contra o locatário, o mesmo é obrigado a denunciá-las imediatamente após a notificação da reivindicação. No caso de reivindicações efetuadas judicialmente, caberá ao locador administrar a disputa legal. Em nome do locatário, o locador está autorizado a contratar um advogado ao qual o locatário deverá conceder procuração assim como todas as informações necessárias e os documentos solicitados.

O locador dispensa o locatário de acordo com os princípios do seguro contra todos os riscos com base nas condições de modelo válidas das AKB (Condições Gerais para Seguro de Automóveis) com uma franquia mais uma taxa fixa por evento de dano de 49 € para cada dano no veículo de aluguer. É permitido ao locatário provar que o locador não sofreu nenhum dano ou sofreu um dano significativamente menor que a tarifa fixa.

A isenção de responsabilidade cobre os danos causados por um acidente, ou seja, por um evento que ocorre subitamente com força mecânica de fora; avaria operacional e dano por rotura não são acidentes. Danos entre o veículo rebocado e o veículo rebocador ou, entre veículo e o reboque sem influência externa também não são considerados danos por acidente.
A isenção de responsabilidade, portanto, não inclui, em particular, danos causados por um erro de mudança ou enchimento incorreto do depósito (depósito de água ou depósito de combustível do gasóleo), manuseio indevido (como, por ex., conduzir o veículo em estradas não pavimentadas) ou pela carga.

Os danos no toldo, no interior do veículo de aluguer ou no tejadilho elevatório incluindo a tenda do teto originados por erros de manuseio, também não estão incluídos na isenção de responsabilidade.

Quanto a isso, observar as seguintes indicações:

- O toldo nunca deve ser estendido com vento forte ou chuva, e nunca deve ser deixado sem vigilância quando estendido. Os custos de um toldo novo com montagem devem ser suportados pelo locatário em caso de incumprimento do acima indicado. Estes custos podem exceder o valor da caução.
- O sistema de água não pode ser limpo se o gasóleo tiver sido introduzido incorretamente no depósito. Tem de ser substituído por completo. Isto aplica-se a depósitos, caldeiras, bombas, torneiras e tubagens. Os custos devem ser suportados integralmente pelo locatário. O locatário também é responsável por qualquer dano daí resultante para o veículo de aluguer e os acessórios. O mesmo se aplica em caso de enchimento inadequado do depósito de gasóleo.

O locatário é totalmente responsável – independentemente de sua culpa – pelos seguintes danos, cuja a responsabilidade pode ser limitada ou excluída em parte pelos respetivos pacotes de proteção (cláusula 13):

- **Danos nos pneus**: Custos incorridos de danos nos próprios pneus ou na montagem dos pneus também têm de ser suportados pelo locatário. O pneu sobresselente não deve ser montado no veículo de aluguer pelo locatário, mas apenas por um serviço de reboque ou de assistência rodoviária;
- **Danos no para-brisas:** reparação e substituição do para-brisas**;**
- **Danos por roubo**: Todos os danos inevitáveis ao veículo causados por intrusão de terceiros;
- **Danos relacionados com condicões climáticas:** Danos inevitáveis por condições climáticas severas (granizo, chuva, ventos fortes, etc.);
- **Danos no interior do veículo**;
- **Danos ao chassi ou carroçaria:** Cobre danos na superfície externa (almogadelas, arranhões, rachas, etc.), peças do chassi (travões, eixos, tanque de gasolina, etc.).

É **excluída qualquer limitação ou exclusão** de responsabilidade por danos decorrentes de pacotes de proteção **Basic, Plus** e **Max** (ponto 13):

• Danos no toldo (normalmente devido a erros de manuseamento)

• Danos no teto causados pelo desrespeito das alturas de passagem

Uma **limitação ou exclusão** da responsabilidade pelos seguintes danos está excluída em todos os pacotes de proteção indicados no ponto 13 (em particular, também no **pacote de proteção All-inclusive**):

• Danos no veículo causados de forma intencional ou por negligência grave

• Danos causados por abastecimento incorreto (tanque de água ou tanque de combustível diesel)

• Danos resultantes de erros de utilização (exceto danos no toldo)

Outros danos: Danos causados pela condução em estradas não pavimentadas, incluindo os custos resultantes, como resgate, reboque ou danos nos pneus. Uma limitação destes danos com pacotes de proteção (cláusula 13) está descartada.

Não há cobertura de seguro para danos no veículo originados pelo uso de ferry ou comboio de carros. Todos os custos de danos incorridos nos respetivos meios de

transporte são suportados pelo locatário. O locatário é obrigado a relatar danos causados em ferry e outros transportes ao locador.

O excesso a ser pago pelo arrendatário é, em princípio, de 4000 euros. O arrendatário tem a opção de reduzir os montantes dedutíveis em vários pacotes de proteção oferecidos pelo arrendador no seu website na secção Serviço; informação mais detalhada sobre isto é fornecida no item 13.

O locatário é totalmente responsável no caso de uma violação intencional das obrigações contratuais, em particular por danos que ocorram quando o veículo de aluguer é utilizado por um condutor não autorizado, utilização em país proibido ou utilizado para fins proibidos. Se o locatário deliberadamente cometer um acidente ou violar as suas obrigações de acordo com a cláusula 12, ele também será totalmente responsável, a menos que a violação não tenha influência na determinação do dano. No caso de violação gravemente negligente de uma obrigação contratual, o locatário é totalmente responsável se tiver causado o dano intencionalmente. Se ele causar o dano por negligência grave, é responsável proporcionalmente à gravidade da sua culpa; o locatário arca com o ónus de provar uma ausência de negligência grave.

Além disso, o locatário é responsável de acordo com os regulamentos legais.

O locador quantifica e regula os danos com base nas estimativas de custos fornecidas por uma matriz de danos orientada pela DAT.

No caso de danos que não constem na nossa tabela de danos, o cálculo dos custos de reparação é efetuado com base em orçamentos de uma oficina autorizada alemã ou com própria equipa especializada com software padrão para calcular danos (SilverDAT) e com base na estrutura de custos de uma oficina autorizada na sede do locador.

Será cobrada uma taxa de processamento de 49 € para o manuseamento de quaisquer danos de qualquer tipo ocorridos durante o período de aluguer que tenham de ser tratados pelo locador.

O locatário tem o direito de provar que não houve qualquer dano ou que o dano ou prejuízo sofrido é consideravelmente inferior.

O estacionamento prematuro dos veículos de aluguer no local ou na proximidade do local (mesmo que seja numa área pública ou privada) ocorre por sua própria conta e risco! O locador não assume nenhuma responsabilidade por danos que ocorram até ao final oficial do período de aluguer.

Em caso de perda do documento de registo de veículo, o locador cobra um montante de 200 € do locatário. Em caso de perda da chave, o locador cobra um montante de 1000 € do locatário.

12. Acidentes e danos

Em caso de avaria ou mau funcionamento do veículo alugado (por exemplo, luz do motor acesa, pneu furado), deve ser contactada a linha directa da empresa de aluguer e/ou a garantia de mobilidade, a fim de esclarecer o procedimento posterior.

No caso de qualquer dano ao veículo de aluguer durante o período de aluguer, o locatário é obrigado a informar imediatamente o locador por escrito acerca de todos os detalhes do

evento que levou ao dano ao veículo de aluguer. O relatório de acidente deve conter, nomeadamente, os nomes e endereços das pessoas envolvidas e das eventuais testemunhas bem como os números de matrícula e os dados relativos ao seguro dos veículos envolvidos. Para o efeito, o locatário deve preencher cuidadosa e honestamente todos os pontos do formulário de declaração de acidente que se encontra nos documentos do veículo, no porta-luvas. Este formulário também pode ser solicitado por telefone, em qualquer momento, ao locador ou obtido a partir da página web do locador. O locatário envia o formulário digitalizado imediatamente sob a forma eletrónica para assistance@roadsurfer.com.

Se o locatário não cumprir esta obrigação, o locador reserva-se o direito de cobrar uma multa contratual de 1000 €. Além disso, existe uma possível responsabilidade de acordo com a cláusula 11.
Após um acidente, incêndio, roubo, danos por vida selvagem ou outros danos, o locatário deve também informar imediatamente a polícia no local. Isto também se aplica a acidentes em que o locatário é responsável sem a intervenção de terceiros. Caso o locatário não consiga que o dano seja registado pela polícia, é integralmente responsável por quaisquer desvantagens económicas daí resultantes para o locador. Reivindicações da parte contrária não devem ser reconhecidas.

Para além da declaração europeia normalizada de acidente, não podem ser assinados quaisquer documentos relativos ao acidente.

Se forem detetados danos durante a viagem, o locador deve ser informado imediatamente por e-mail. Se for necessária uma reparação, o veículo de aluguer deve ser parado imediatamente antes de ocorrerem mais danos. A continuação da viagem, mesmo até à oficina mais próxima, só é permitida com o consentimento prévio do locador. Esta disposição não se aplica, se a natureza do dano tornar factual a exclusão de um dano consequente.

Se o locatário levar ou mandar trazer o veículo de aluguer para uma oficina, o locador deve ser informado imediatamente durante o horário de expediente e antes de efetuar a encomenda de reparação sobre a oficina, a duração e os custos da reparação. Deve aguardar-se pela aprovação da reparação. O locador só paga os custos de reparação, se a reparação tiver sido previamente aprovada pelo locador e apenas mediante apresentação dos recibos correspondentes. O endereço exato de contacto da oficina deve ser comunicado imediatamente ao locador.

13. Pacotes de proteção

O locatário tem a possibilidade de reduzir o grau da sua responsabilidade através de pacotes de proteção, de acordo com a cláusula 11.

O **pacote Basic** é automaticamente incluído em qualquer reserva. Ele inclui os seguintes componentes:

- Franquia de 4000 € por reserva
- Quilometragem ilimitada (exceto no caso de reserva de um Rallye)
- Um condutor adicional sem custo extra
- Serviço de mobilidade: No caso de avarias no país e no exterior, o locador se esforça para fornecer um carro de substituição ou para que uma reparação seja realizada o mais rápido possível

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- Assistência à avaria: Todos os serviços devem ser organizados apenas pelo locador e à discrição do locador e coordenados utilizando a linha directa do locador e/ou a garantia de mobilidade.

Ao adicionar o **pacote Plus** o locatário também tem direito aos seguintes serviços, além das vantagens do pacote Basic:

- Um segundo condutor adicional sem custo extra
- A franquia (consulte a cláusula 11) é reduzida para 900 € por reserva

Ao adicionar o **pacote Max** o locatário também tem direito aos seguintes serviços, além das vantagens do pacote Basic e Plus:

- Número ilimitado de condutores adicionais (limitado ao número de passageiros previsto para o veículo em questão)
- A franquia (consulte a cláusula 11) é reduzida para 300 € por reserva
- **Danos no para-brisas:** o locatário não é responsável pelas reparações ou pela substituição do para-brisas
- **Danos nos pneus:** sem responsabilidade do locatário por danos nos pneus
- **Proteção contra roubo:** Todos os danos inevitáveis ao veículo causados por intrusão de terceiros. É necessário um relatório da polícia. Pertences pessoais não são cobertos em caso de roubo.

Ao adicionar o **pacote All-inclusive** o locatário também tem direito aos seguintes serviços, além das vantagens do pacote Basic, Plus e Max:

- A franquia (consulte a cláusula 11) é reduzida para 0 € por reserva
- **Danos no toldo e no tejadilho**: o locatário não é responsável por danos no toldo e no tejadilho
- **Todos os outros danos**: o locatário não é responsável por quaisquer outros danos, com exceção dos danos causados por dolo, negligência grosseira, erros de manuseamento ou abastecimento com combustível errado, bem como de manchas, sujidade e marcas de queimadura no interior do veículo (ver nota abaixo)

  Nota: As manchas, a sujidade e as marcas de queimadura no interior do veículo (por exemplo, nos estofos, colchões, cortinas, revestimentos do piso ou superfícies) não estão cobertas pelo pacote All-inclusive. O locatário é responsável por todos os custos de limpeza, reparação ou substituição daí resultantes. Estes custos são faturados de acordo com a tabela de taxas ou, caso não constem da mesma, de acordo com os custos efetivamente incorridos.

Mesmo que a responsabilidade seja reduzida ao reservar o pacote Plus, o pacote Max u pacota All-inclusive, as regras de responsabilidade geral ainda valem de acordo com a cláusula 11 no caso de o locatário ser responsável pelos danos. Em particular, o locatário é totalmente responsável em caso de violação gravemente negligente de uma obrigação contratual, se tiver causado o dano intencionalmente. Se ele causar o dano por negligência grave, é responsável proporcionalmente à gravidade da sua culpa; o locatário arca com o ónus de provar uma ausência de negligência grave.

Não é possível transferir o pacote de proteção inicialmente contratado para um pacote com cobertura de seguro inferior.

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14. Responsabilidade do locador

Qualquer responsabilidade do locador devido à violação das suas obrigações contratuais reguladas é limitada ao dolo e à negligência grave, incluindo dolo e negligência grave por parte dos seus representantes e agentes auxiliares. O locador é responsável de acordo com as disposições legais se houver uma violação de uma obrigação contratual fundamental (obrigação essencial). Nesse caso, a responsabilidade limita-se na sua extensão à substituição dos danos previsíveis típicos do contrato. A responsabilidade por danos culposos à vida, membros do corpo ou saúde permanece inalterada.

O locador fornece o veículo de aluguer no momento do aluguer. Se, por qualquer razão, o veículo de aluguer não estiver disponível no início da viagem, o locador fornecerá um veículo de substituição. Se isto também não for possível, o locador reembolsará os pagamentos feitos ao locatário.

Na medida do possível, o locador tenta fornecer ao locatário um veículo de substituição em caso de danos ou uma estadia numa oficina enquanto o aluguer estiver em andamento, desde que um veículo de substituição esteja disponível. Exceto pelos danos causados por defeitos iniciais, o aluguer também deve ser pago durante um caso de dano ou estadia em oficina, uma redução de acordo com o artigo 536 BGB (código civil alemão) é excluída. Os dias necessários na oficina ou dias de férias perdidos devido a danos que ocorrem durante um aluguer não serão reembolsados ao locatário.

Se o locatário deixar objetos para trás quando o veículo de aluguer for devolvido, o locador será obrigado apenas a armazená-los se isso for razoável e o locatário for responsável pelos custos.

Se veículos privados estiverem estacionados nas instalações do locador em casos individuais, o locador não se responsabiliza por danos ou roubo.

15. Portagens

O locatário é responsável por todas as despesas de portagem e/ou registo incorridas no local, antecipadamente por transferência bancária ou por cartão de crédito. O locatário compromete-se a informar sobre possíveis pedágios e zonas ambientais antes de entrar no país de férias e a se registar com antecedência, se necessário.

Para viagens à Noruega, o locatário deve primeiro se informar em www.autopass.no sobre as modalidades de pagamento. Além disso, antes da viagem o locatário é obrigado a se registar em www.epass24.com

Para viagens à Suécia, o locatário deve se inscrever em www.epass24.com com antecedência. A matrícula do veículo pode ser adicionada ao registo após a entrega do veículo de aluguer.

Se o locatário partir de um local francês, o veículo já está equipado com uma etiqueta de inspeção ambiental (Crit ‘Air). Se o locatário pretender viajar para França com um veículo que foi alugado num local fora da França, ele é obrigado a notificar o locador pelo menos una semana antes do início do período de aluguer para receber as informações necessárias sobre o veículo.

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Em Portugal, um registo ou compra de um cartão de portagem www.portugaltolls.com é necessário apenas se o locatário percorrer uma rota com portagem, na qual a portagem é cobrada eletronicamente. Tais rotas são especialmente assinaladas.

Para viagens à Áustria, o locatário deve verificar se o veículo já possui uma vinheta válida. Caso o veículo não possua uma vinheta válida, o locatário deve adquiri-la por conta própria e afixá-la no veículo.

Em caso de incumprimento, o locatário deverá pagar a respetiva solicitação de pagamento. A locadora cobra uma taxa de processamento no valor uma taxa fixa de acordo com a lista de de taxas em vigor no momento da devolução (disponível em https://rent-help.roadsurfer.com/hc/pt-pt/articles/49584762454291-Taxas-adicionais-Que-encargos-podem-ser-aplicados) por cada solicitação de pagamento, além das portagens a pagar pelos locatários e eventuais multas. O locatário tem o direito de provar que não houve qualquer dano ou que o dano foi significativamente menor.

16. Armazenamento de dados pessoais

Como parte da execução ou cumprimento do contrato com o locatário, é necessário que o locador processe os dados pessoais do locatário. O escopo do processamento de dados, bem como a base jurídica relevante e informações adicionais de acordo com o artigo 13 do RGPD podem ser encontrados na Política de privacidade do locador. Está disponível em: https://roadsurfer.com/pt-pt/protecao-de-dados/.

Para verificar a identidade no momento da celebração e execução do contrato de arrendamento, processamos dados pessoais com base no Art. 6, parágrafo 1, alínea b) do RGPD. Outros processamentos (por exemplo, para prevenção de abusos ou preservação de provas) são realizados com base em interesses legítimos, de acordo com o Art. 6, parágrafo 1, alínea f) do RGPD. Mais informações podem ser encontradas na declaração de proteção de dados da locadora.

Em princípio, os dados não são transmitidos a terceiros.

No entanto, com base em solicitações de agências governamentais ou fornecedores de serviços privados (por exemplo, operadores de estacionamentos, portagem), podemos ser solicitados a fornecer esses dados em casos individuais.

Como resultado do uso de um dispositivo de navegação, os dados de navegação introduzidos durante o período de aluguer podem, se necessário, ser armazenados no veículo de aluguer. Quando dispositivos móveis ou outros dispositivos estão ligados ao veículo de aluguer, os dados desses dispositivos também podem ser armazenados no veículo de aluguer. Se o locatário desejar que os dados mencionados não sejam mais guardados no veículo de aluguer após a devolução do veículo, ele deve garantir que os dados em questão sejam eliminados antes de devolver o veículo. Para eliminar os dados, basta restaurar os sistemas de navegação e comunicação do veículo para a configuração de fábrica. As instruções para isso podem ser encontradas nas instruções de operação localizadas no porta-luvas. O locador não é obrigado a eliminar os dados acima mencionados.

17. Proibição de cessão; Titularidade do veículo

A cessão de direitos do contrato de aluguer a terceiros, tais como cônjuges ou a outros acompanhantes, é proibida. O mesmo se aplica à reivindicação de outros direitos em nome próprio.

Para todos os veículos de aluguer a serem recolhidos na Suíça, salientamos,

a) que a propriedade do respectivo veículo de aluguer foi transferida de novo da Intertrust Trustees GmbH para a Roadurfer One Vehicle GmbH devido a acordo contratual. Além disso, salientamos em nome da roadurfer One Vehicle GmbH que a propriedade do veículo alugado foi subsequentemente transferida da roadurfer One Vehicle GmbH para a Roadsurfer GmbH; e

b) esse título foi subsequentemente transferido da roadurfer GmbH para a roadurfer One Vehicle GmbH e posteriormente transferido da roadurfer One Vehicle GmbH para a Intertrust Trustees Limited para fins de financiamento; e

c) aquando da entrega do Veículo Alugado, o arrendatário é instruído a deter o Veículo Alugado em nome da empresa roadurfer One Vehicle GmbH e Intertrust Trustees Limited;

d) os sinistros existentes e/ou futuros do roadurfer Switzerland Ltd. contra a seguradora automóvel ao abrigo do contrato de seguro automóvel são e serão atribuídos ao roadurfer One Vehicle Ltd. Além disso, estas reclamações são atribuídas pela empresa roadurfer One Vehicle GmbH à Intertrust Trustees Limited.

Para todos os veículos de aluguer a serem recolhidos no Reino Unido, salientamos: os sinistros existentes e/ou futuros da Roadsurfer UK Limited do contrato de seguro automóvel contra a seguradora automóvel são e serão atribuídos à Roadurfer One Vehicle GmbH. Além disso, estas reclamações são atribuídas pela empresa roadurfer One Vehicle GmbH à Intertrust Trustees Limited.

18. Resolução de litígios, foro competente, prescrição e cláusula de salvaguarda

A Comissão Europeia criou uma plataforma para a resolução extrajudicial de litígios em matéria de consumo em linha em https://consumer-redress.ec.europa.eu/site-relocation_en. A Roadsurfer não participará em nenhum procedimento de resolução de litígios perante um organismo de resolução de litígios de consumo e não é obrigada a fazê-lo.

O foro competente para todos os litígios decorrentes deste contrato é Munique, desde que o locatário seja um comerciante, uma pessoa jurídica de direito público ou um fundo especial de direito público.

Caso alguma das disposições acima seja ou venha a ser total ou parcialmente inválida ou nula, isso não afetará a validade das demais disposições. O § 139 do Código Civil Alemão (BGB) não se aplica.

Se o acidente tiver sido registado pela polícia, os pedidos de indemnização do locador contra o locatário somente serão validados se o locador tiver obtido a oportunidade de visualizar o ficheiro da investigação. O período de prescrição começa o mais tardar seis meses após o retorno do veículo de aluguer.

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ROADSURFER – Terms & Conditions of **RS USA, Inc.**

THESE TERMS AND CONDITIONS ("**Terms**") CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ THIS PROVISION CAREFULLY.

The following terms and conditions also apply to so-called Rallye bookings. Please note that special terms and conditions may apply to such bookings, which can be found in the respective rental agreement.

Any change in the Rental Agreement or our rights must be in writing and signed by an authorized Roadsurfer officer. We have the unilateral right to change these Terms from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the Roadsurfer web site. All changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the Roadsurfer web site, without any requirement by you to sign the changed Terms.

1. Subject Matter of the Rental Agreement

These Terms, the rental agreement, including the respective agreed terms and conditions, and the status report of the rental vehicle contained therein, the booking confirmation sent by email, these Terms, the Fee Table in Annex 1 to these Terms ("**Fee Table**"), any additional agreement signed by you ("**You**" and "**Renter**"), any documents or agreements (or links to online documents or agreements) sent to you electronically in connection with your rental, our privacy policy, and the return receipt, collectively constitute the "Rental Agreement" between you and roadsurfer RS USA, Inc. ("**Roadsurfer**"). "**Equipment**", "**Vehicle**" and "**Campervan**" means the Vehicle and Trailer rented, hereto, including any automobile or truck, hookups or ancillary parts identified in this Agreement and any Equipment we substitute for it, and all its tires, tools, accessories, equipment, keys and ancillary equipment documents.

The subject matter of the contract solely encompasses the leasing of a campervan with standard or individually configured interior fittings as well as accessories thereto, if applicable, to you by Roadsurfer. This Rental Agreement reflects a transfer of possession of the vehicle, not ownership.

The vehicle may only be used within the continental United States and Canada, unless otherwise agreed by Roadsurfer. Using the car is not permitted

- in Death Valley between June 1st and September 30th.

Customer is liable for disregarding of those restrictions and is notified, that no insurance coverage applies and no road assistance is provided within these prohibited areas.

In case the Renter disregards these restrictions of use, the Renter must pay a penalty of 550 $. If the Hirer interferes with the TCU or the vehicle's electronics, particularly the navigation system, the contractual penalty will be 300 $.

This rental is for your personal use only, and not for any commercial use. Vehicles are rented exclusively for personal, private purposes, such as holiday trips, everyday travel, or for similar purposes. All commercial uses are prohibited, such as use as part of a taxi service or other privately hired use.

The Renters and Authorized Drivers shall not use or permit the use of the Vehicle: (a) by anyone who is not an Authorized Driver, or by anyone whose driving is suspended in any jurisdiction; (b) by anyone under the influence of any drug or alcohol; (c) by anyone who obtained the Equipment or extended the rental period by giving us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the Equipment; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation; (e) to carry persons or property for hire; (f) to push or tow anything other than the vehicle towing the trailer listed as Equipment, to teach anyone to drive, or to carry objects on the roof of the Equipment; (g) in any race, speed test or contest; (h) to carry dangerous or hazardous items or illegal materiel;

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(i) for travel outside of the United States or Canada, **specifically excluding travel into Mexico**; (j) when loaded beyond its capacity as determined by the manufacturer of the Equipment; (k) on unpaved surfaces, except at designated campgrounds; (l) to transport more persons than the Equipment has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without approved child safety seats as required by local law; (n) when the odometer has been tampered with or disconnected; (o) when the Equipment's fluid levels are low, or it is otherwise reasonable to expect Renters to know that further operation would damage the Equipment; (p) in a manner that causes damage to the Equipment due to inadequately secured cargo; (q) after an accident with the Equipment unless and until Renters summon the police to the accident scene; and (r) for anyone sitting, standing or lying on the roof of the Equipment.

The vehicle may not be used to participate in motor sport events or vehicle tests, or to transport explosive, easily inflammable, poisonous, radioactive or otherwise dangerous substances. It is also prohibited to use the vehicle in connection with the commission of any criminal offenses. If there are doubts about how the rented vehicle will be used, we have the right to refuse to hand over the rented vehicle.

You may not paste over or remove any Roadsurfer advertising signs, insignia, or other branded content on the vehicle.

Rental of a vehicle for use as a home-office space for your own or your employee(s)' office activities shall not constitute use for a commercial purpose.

2. Authorized Vehicle Drivers

Vehicles may only be driven by drivers who possess a valid full and unrestricted driver license and must fulfill the minimum age of 21 years ("**Authorized Drivers**"). Only Authorized Drivers are permitted to drive the Equipment. All Authorized Drivers are jointly and severally liable and bound by this Agreement in regard to use of the Equipment. Each Authorized Driver expressly warrants and guarantees that by operating any of the Equipment, the Authorized Driver is competent, capable, licensed, and qualified to operate such Equipment. The vehicle must only be driven by driver(s) designated in the Rental Agreement. If an unauthorized driver drives the vehicle, that constitutes a breach of these Terms and the Rental Agreement. You shall be liable for all damage or loss caused by an unauthorized driver. Unauthorized drivers are not covered by insurance.

All authorized drivers must be named in writing in the Rental Agreement and must show their original driver licenses to the Rental Firm at the time of vehicle pick-up. Copies of licenses are not accepted. Roadsurfer has the right to verify that any driver's license has been validly issued and is in good standing (not suspended, revoked or otherwise restricted in any way) as a condition of each rental.

Roadsurfer must be told about all accompanying persons prior to the commencement of the rental period. Should there be any doubt as to the truthfulness of the purpose or the number of passengers, Roadsurfer reserves the right not to hand over the vehicle.

Corporate customers renting a vehicle may make the vehicle available to employees as provided for in the Rental Agreement, and are responsible to ensure that the vehicle is made available only to employees who are authorized drivers.

The vehicle may not be driven by anyone whose fitness to drive may be impaired for any reason, in particular if they are under the influence of alcohol or drugs or are ill.

The Renter shall not be entitled to carry out any removal and/or modification of vehicle parts, in particular drive, brake, steering and/or body components, or to deactivate the telematics systems without Roadsurfer's prior written consent. In case of culpable violation, Roadsurfer is entitled to extraordinary termination.

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3. Prices

The total rental price is made up of the daily rental price, any additional equipment booked, the booking fee and the travel fee. The daily rental price encompasses the vehicle rental for the hire period specified in the Rental Agreement. Also covered are the costs for maintenance and wear and tear repairs as well as the agreed insurance cover.

In addition to the daily rental price, a booking fee and a travel fee in the amount agreed upon at the time of booking is charged per rental. The booking fee and the travel fee also apply when booking a Roadsurfer Rallye. In this case, the only additional equipment that can be booked is bed linen sets and pets.

The booking fee covers the costs incurred for booking the vehicle. The travel fee covers the logistics costs incurred to get the vehicle ready for the respective Hirer.

You are fully responsible for all tolls, fuel costs, parking fees, campsite fees, any traffic or public order violations, other legal issues and any other charges. You will cover any fines, fees or other costs that authorities or other agencies impose on Roadsurfer as a result of such violations.

For responding to requests for information about the driver from purpose of investigating traffic violations, administrative offenses, criminal offenses, or disturbances of possession committed during the rental period, you will be charged an administrative fee according to the Fee Table. This fee will not be charged if the renter can prove that the parking or traffic fine was unjustified, that the renter or the respective driver was not at fault, or that the actual damage incurred is less than the fee.

You hereby authorize Roadsurfer to charge the card presented at the time of rental or at a later date, or that is specified in the rental agreement, all rental car costs owed under the contractual relationship, as well as all other claims relating to the Rental Agreement. In particular, you authorize Roadsurfer to debit from the card all fees you incur for penalties, tickets, charges, and fines. This authorization also applies to all contractually agreed costs that become due after conclusion of the contract (e.g., for cleaning, refueling, late return, damage, and toll charges).

When booking a Rallye, the included kilometers are specified by the Rental Firm during the booking process. Any additional kilometers not included in the Rallye booking will be invoiced to the Hirer in accordance with the excess-mileage policy specified at the time of the booking.

4. Booking

By sending the completed booking form, you submit a binding offer to conclude the Rental Agreement and accept these Terms.

No Rental Agreement is binding until after Roadsurfer issues a written booking confirmation by email via the booking port https://booking.roadsurfercom/en/rent, which was intentionally triggered by Roadsurfer.

We reserve the right to decline entering into the Rental Agreement at any time.

Upon completion of the booking, the total rental price, including all extras and booking fees, becomes immediately due. The total amount must be paid without delay using the payment method specified during the booking process. If payment is not received on time, Roadsurfer is entitled to withdraw from the Rental Agreement and rent the vehicle to another customer.

If the renter books a paid **flex option** when concluding the rental agreement, the following applies to the due date of the total rental price:

- **Booking more than 60 days before pickup:** 50% of the total amount is due immediately and the other 50% is due 60 days before the rental vehicle is handed over.
- **Booking 60 days or less before pickup:** the entire rental price is due immediately upon completion of the booking.

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5. Cancellation

If you cancel a binding booking, the following applies:

- **Between 0 and 48 hours** before the agreed start of the rental, there is no entitlement to a refund of the total rental price including extras. Neither the booking fee nor the travel fee will be refunded.
- For cancellations made **at least 48 hours before** the agreed rental start date, no refund of the total rental price including extras will be made. However, the renter will receive a refund of the travel fee.

In case of a booked **flex-option**, the following applies:

- **Between 0 and 48 hours** before the agreed start of the rental, there is no entitlement to a refund of the total rental price including extras. Neither the booking fee nor the travel fee will be refunded.
- Cancellation **at least 21 days before** the agreed start of the rental period: the total rental price excluding the booking fee will be refunded, or the Hirer may rebook for any period in the amount of the total rental price.
- Cancellations **within 21 days** of the agreed rental start date: there is no entitlement to a refund of the total rental price. Only the travel fee will be refunded.

In addition tot he above right of cancellation, it is possible to rebook to a different rental period ("**rebooking**") before the start of the rental period:

- Rebooking **at least 60 days before** the start of the rental period: If the rebooking results in a higher total rental price than originally agreed, the renter must pay the difference. If, on the other hand, the total rental price is lower than the originally agreed total price, the difference will be refunded. If the rental period is shortened, this is not considered a rebooking, but rather a partial cancellation. This means that in such cases, the difference in price will not be refunded.
- Rebooking **within 60 days of pickup**: there is no entitlement to a refund or cancellation voucher for the difference in price.

In case of a booked **flex-option**, the following applies:

- Rebooking **at least 14 days before** the start of the rental period: If the rebooking results in a higher total rental price than originally agreed, the renter must pay the difference. If, on the other hand, the total rental price is lower than the originally agreed total price, the difference will be refunded. If the rental period is shortened, this is not considered a rebooking, but rather a partial cancellation. This means that in such cases, the difference in price will not be refunded.
- Rebooking **within 14 days prior** to the start of the rental period and up to the time of pickup: there is no entitlement to a refund or cancellation voucher for the difference in price.

The hirer is entitled to rebook several times.

After a rebooking has been made, the following applies to the contractual right of cancellation and any further rebooking:

The time interval between the first rebooking and the start of the rental period of the initial rental agreement permanently determines the cancellation conditions and rebooking fees (example: If the initial rental agreement is rebooked 30 days before the start of the rental period, the conditions of a cancellation / rebooking 30 days before the start of the rental period apply to the cancellation / rebooking of each subsequent rebooked rental agreement, regardless of when the cancellation / rebooking is actually declared).

Equipment already booked cannot be cancelled separately from a booking. The cost of equipment, such as bicycle racks or a camping toilet, shall not be refunded in the event of cancellation.

Early return of the rented vehicle shall not provide you with any credit, partial refund of the rental price, a cancellation voucher, or a (partial) rebooking for another hire period.

The following conditions apply to the cancellation vouchers:

- They are valid for 1 year from the date of issue.
- After cancellation of a booking paid for with a cancellation voucher, the expiry date of the original cancellation voucher applies to the cancellation voucher subsequently issued.
- The cancellation voucher has no cash value.
- The prices and terms and conditions current at the time the booking is made apply; there is no entitlement to the original rental price or previous set of terms and conditions.
- Resale, auction, or other transfer of the cancellation vouchers is not permitted.
- When redeeming a cancellation voucher, the booking fee applicable at the time of booking will be charged again.

6. Payment Method and Deposit

At the start of the hire period, the agreed security deposit must be paid by Credit- or Debit Card (Mastercard or Visa) as security for the fulfillment of their contractual obligations. Without such a security deposit the vehicle shall not be handed over. A delayed down payment, delayed full payment or delayed or insufficient security deposit, entitles Roadsurfer to cancel the rental agreement without notice for good cause, subject to any claims for damages.

When the vehicle is handed over at the start of the hire period, any existing damage to the vehicle is recorded in writing.

If the vehicle is returned in undamaged condition (ordinary wear and tear, and any damage indicated on the damage report prior to rental excepted), the security deposit shall be refunded immediately after the end of the hire period. Any blocking of the security deposit by means of a credit card shall be automatically released again. However, this shall not exempt the Renter from liability for concealed or hidden defects or damage which are discovered within 48 hours of the return of the rented vehicle. Credit card payments may take up to 30 days to clear. Debit card payments may take up to 6-8 weeks to clear.

However, this does not release the Renter from liability for concealed or hidden defects or damage that the Rental Firm discovers after the rental vehicle has been returned.

In the event of an accident involving another driver, we shall retain or demand the security deposit until the question of guilt has been clarified beyond doubt, judicially or extrajudicially.

Additional charges or costs (e.g., special flat rate cleaning fees according to the Price List for cleaning fees, which is available at the agreed handover location) shall be invoiced when the vehicle is returned, insofar as these can be charged at this point in time. If additional costs are incurred, e.g., as a result of a fine, or if damage to the rented vehicle is discovered when the rented vehicle is returned, we shall subsequently charge you for these costs and other administrative costs (e.g., costs for the processing of claims, a flat rate fee for the handling of fines) when we become aware of these costs.

Roadsurfer reserves the right to withhold the corresponding additional charges or costs directly from the security deposit.

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7. Hire Period

The hire period extends from the agreed pick-up of the vehicle to the final return. The minimum hire period can vary between 3 to 7 nights.

The vehicle must be returned by the time specified in the rental agreement.

If the hire period is exceeded, an excess fee according to the Fee Table will be charged per hour (a partial hour is charged the same as a full hour), unless you demonstrate that you are not at fault for the late return. The maximum excess fee per 24 hours of delay in returning the vehicle applies according to the Fee Table. We reserve the right to charge you for any and all damages (e.g., loss of profit, damage claims of the subsequent renter, etc.) as a result of the late return of the vehicle. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

If the rental vehicle is returned before the agreed return date, the full rental price agreed in the rental agreement shall still be payable.

When booking a Rallye, the pick-up and drop-off locations and the pick-up and drop-off times are fixed. This agreement cannot be changed.

8. Handover and Return of Rental Vehicle

The vehicle must be returned at the agreed upon time, to the agreed return location, as specified by Roadsurfer. If return is indicated to a location other than the location where your rental commences, you may have to pay a one way fee as agreed in the Rental Contract. If you return the car to a different location from the agreed return location without Roadsurfer permission, you agree to pay an unauthorized return location fee according to the Fee Table. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

On occasion, it may be that bicycle racks are mounted on the rented vehicle, even though you did not expressly request them. Roadsurfer shall not be obligated to remove these bicycle racks.

If a vehicle in the booked vehicle category cannot be provided at the time of handover, the Rental Firm reserves the right to provide a vehicle of comparable or larger size and equipment. This will not result in any additional rental costs for the Hirer. If the Hirer is offered and accepts a smaller vehicle, they will receive an appropriate discount. This discount is determined on an individual basis and is calculated in relation to the functionality and features of the vehicles being compared. These discounts are also based on the availability and pricing of the individual models and may therefore be limited to a certain amount.

Upon handover of the vehicle, the Hirer is obliged to carry out a start-up check of the camper. In doing so, the Hirer must test the most important functions of the camper. Any existing damage must be documented by the renter. The vehicle is then inspected jointly with an employee of the rental company, and the findings are confirmed by the signatures of the renter and the employee on the handover report. Reports of damage discovered at a later date cannot be taken into account, and such complaints have no chance of success.

The Hirer is also obligated to perform an equipment check. The Hirer must check whether the following equipment is available and in working order:

- levelling wedges
- water canister and filler neck
- outdoor power cable & adapter
- handbrush
- gas bottle
- camping table and two camping chairs

- window blinds
- Solbio-bottle
- awning crank

The Rental Firm is not liable for missing or defective equipment that the Hirer reports only after departure.

You must return the rented vehicle, the vehicle keys, and the equipment at the location and time agreed in the Rental Agreement when the rental period ends. If the rented vehicle is not returned when required, and you fail to inform Roadsurfer that you still have possession of the vehicle, Roadsurfer may assume that you are using the rented vehicle unlawfully. Roadsurfer reserves the right to contact the police or other relevant authorities and report the vehicle stolen. Additional fees and charges shall apply when you keep the vehicle longer than the agreed upon rental period.

You are liable for the rented equipment if it is not returned with the vehicle or is not present in the vehicle at the time of the return, provided that you are responsible for this. In such a case, you must pay a flat fee in accordance with the Fee Table. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

Upon return of the vehicle, we will conduct an inspection. You will pay a cleaning fee according to the Fee Table for cleaning the vehicle's interior upon return if (a) any stains, dirt, odor, or soiling attributable to your use cannot be cleaned with our standard post-rental procedures, as determined by us in our sole discretion, or (b) the stationary toilet in the vehicle and / or mobile camping toilets or fresh water or waste water tanks of the rental vehicle are not fully emptied. In the course of the inspection, we will check the condition of the vehicle and determine if any other additional charges apply according to the fee table. The rental vehicle will be inspected for new damages separately, in absence of the renter. Any new damage to the vehicle will be recorded. You are responsible for any and all new damage, greater than ordinary wear and tear, to the rented vehicle.

The rented vehicle must be returned with a full tank of fuel. You will be charged a fuel surcharge according to the Fee Table (flat rate) in the event the gas tank is not full at the time of vehicle return.

We can repossess the rented vehicle at any time in our sole discretion for reasons that include, but are not limited to the following: the rented vehicle is found illegally parked, being used to violate the law or the terms of the Rental Agreement, or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the vehicle, including remotely disabling the engine, remotely locking the doors, tracking the location of the vehicle through GPS tracking devices and utilizing for our benefit any other devices connected to the vehicle or affecting the vehicle's operation. If the vehicle is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the vehicle. You agree that such costs will be charged to the credit or debit card or account you used to rent the vehicle.

9. Obligation to Exercise Due Diligence and Care

You must handle the rented vehicle and Equipment with care and observe all relevant rules and regulations with respect to operating, driving, locking, parking, and maintaining the rented vehicle properly and protect it against theft. The operating instructions of the rented vehicle and those of all installed equipment on board must be strictly observed. You shall obey the rules of the road when operating the rented vehicle.
NO SMOKING is permitted inside the rented vehicle. Roadsurfer reserves the right to impose an additional smoking cleaning fee according to the Fee Table if smoking occurs inside the rented vehicle. Pets, in particular dogs, may only be taken on campervans when being booked for a special fee. In certain cases, there are no additional costs for medically recognized assistance dogs. On all campervans without respective additional booking of an additional animal item (especially dogs), animals are not allowed, subject to medically accredited assistance dogs. Upon a violation of this pet rule, you shall pay for all additional cleaning costs (removal of pet hair, ozone treatment, etc.) plus the pet penalty according to the Fee Table for the depreciation of the vehicle. Should a "dog-friendly" campervan be scratched or be particularly dirty due to having taken along a pet, we also reserve the right to charge for the respective loss in vehicle value and for any cleaning costs after the trip.

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You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

YOU ARE RESPONSIBLE FOR PROPERLY SECURING TRANSPORTED ANIMALS BEFORE THE START OF THE TRIP, E.G. BY TRANSPORT BOXES. THE RENTAL FIRM IS NOT LIABLE FOR DAMAGES CAUSED BY INADEQUATE TRANSPORT SECURING OF THE ANIMAL AND / OR LEAVING THE ANIMAL IN THE VEHICLE.

10. Repair and Maintenance

During the rental period, you must take all measures necessary to keep the rented vehicle in the condition it was in at the start of the rental. Look out for warning lights on the vehicle display and take all necessary measures in accordance with the operating instructions.

In particular, you are obligated to check oil level and cooling water levels and to carry out regular tire pressure and tire condition checks before and during the journey.

If vehicle is equipped with diesel exhaust fluid (DEF): At departure the Renter takes over a full tank of diesel exhaust fluid (DEF). You must regularly check the DEF tank and to ensure that it is properly refilled, at your expense, without delay if the warning signals flash. If the vehicle is not returned with a full tank of diesel exhaust fluid (DEF), you will be charged a flat fee for the filling of the DEF tank according to the Fee Table. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

You shall be liable for all damages and costs ensuing from any breach of these maintenance obligations.

Any alteration or mechanical tampering with the rented vehicle without our prior written approval is prohibited.

Repairs which become necessary in order to guarantee the operational safety or road safety of the rented vehicle may only be secured by you during the rental period with our written consent. We will bear the repair costs upon presentation of the relevant receipts, unless you are otherwise liable for the damage.

11. Insurance

In the event of accidents, loss, theft or improper operation of the rented vehicle, or in the event of any breach of contractual obligations herein, you shall be liable for the repair costs incurred as a result thereof or, in the case of a total write-off, for the replacement value of the rented vehicle less its residual value, unless you can demonstrate that you are not at fault for the damage or loss. Additionally, you shall be liable for additional losses and costs such as any reduction in value, towing, and recovery costs, as well as expert's fees to assess vehicle value or damages.

You are responsible for all injury, damage and loss you cause to yourself or others. You will provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. If state law requires us to provide auto liability insurance, we provide auto liability insurance (Policy) that is excess to all other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum limits set by the financial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault, uninsured and under-insured motorist coverage and other optional protection, where permitted by law. To the extent such protection is imposed by law, that protection will be for the minimum limits required by law. The Policy is void if you breach this Agreement or fail to cooperate in a loss investigation by us or our insurer. The third-party liability coverage for the plus, max and all-inclusive package is $ 2,000,000.

This is a contract for rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement. We may monitor the Vehicle through telematic devices. You agree to indemnify, defend, and hold us harmless from all judgments, claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use of the Vehicle. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.

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Renters and Authorized Drivers are responsible for all damage or loss Renters or Authorized Drivers cause to others. Renters and Authorized Drivers agree to provide autoliability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renters, Authorized Drivers, and us as a third-party beneficiary, passengers, and the Equipment in the minimum amount required by state law. Our own insurance policies shall be secondary unless otherwise prohibited by law.

Where the travelled-region's law requires the Equipment owner to provide auto liability insurance, we shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality travelled whose laws apply to the loss. Renters, Authorized Drivers, and we reject Personal lnjury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers fail to cooperate in any loss investigation conducted by us, or our insurer.

The Policy does not cover losses caused by drivers of the Equipment who are not Authorized Drivers.

If legal claims are asserted against you in connection with the rental vehicle or arising out of this Rental Agreement in any way, you shall give immediate notification thereof to Roadsurfer in writing.

The Rental Firm shall indemnify the Renter in accordance with the principles of fully comprehensive insurance on the basis of the respective valid terms and conditions of the General Terms and Conditions for Motor Vehicle Insurance, with an excess plus a flat rate fee for damage to the rented vehicle per case of damage or loss according to the Fee Table. The Renter shall have the right to prove that no damage or loss was incurred, or that the damage or loss incurred is considerably lower than the flat rate fee.

The exemption from liability covers damage caused by an accident, i.e., by an event suddenly impacting directly from the outside with mechanical force; operating damage and damage strictly due to breakage shall not constitute damage caused by an accident. Likewise, damage between a towing vehicle and a towed vehicle or trailer without any impact from the outside shall not constitute damage caused by an accident.

In particular, therefore, the exemption from liability shall not include damage or loss incurred as a result of a hook-up error or incorrect filling (of the water tank or fuel tank), improper use (such as driving on unpaved roads) or as a result of the load.

Please note the following with respect to the rented vehicle:

- Never extend the awning in strong wind or rain and never leave it unattended while it is extended. The cost of a new awning with installation shall be borne by you, if you breach this obligation. These costs may exceed the value of your security deposit!
- The water system cannot be cleaned if fuel has been incorrectly filled into the water tank. It must be replaced completely. This applies to tanks, boiler, pump, taps and pipes. The costs shall be borne in full by the Renter. The Renter shall furthermore be liable for any damage to the vehicle and its accessories resulting from this. The same shall apply if the fuel tank is incorrectly filled.

You shall be fully liable for the following damage or loss:

Tire damage: Resulting costs damages to the tires themselves or the fitting of the tires. The spare tire shall not be installed on the rented vehicle by you – it must be installed by a towing or breakdown service;

Windshield damage: Windscreen/glass damage shall be repaired or replaced, depending on the extent and location of the damage;

Theft (Burglary) Damage: All unpreventable vehicle damage caused by third-party intrusion. A police report or record is required;

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Weather-related damage: Unpreventable damage from severe weather (hail, rain, strong winds, etc.);

Damage to the interior of the vehicle;

Undercarriage and/or bodywork repairs: Damages to exterior surface (dents, scratches, cracks, etc.) and undercarriage parts (brakes, axles, diesel tank, etc.);

Other damage: Damage caused by driving on unpaved roads, including the resulting costs such as for recovery, towing or tire damage. A limitation of these damages by protection packages (item 13) is excluded.

Renters' Property: Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from all claims for loss of, or damage to, Renters' personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Equipment or in any service vehicle or in our offices, unless the loss or damage was caused by our sole negligence or was otherwise our responsibility expressly-agreed in writing.

There is no insurance cover for any damages to the vehicle that are caused when using ferries or motorail trains. All costs for damages caused by these means of transport shall be borne by you. You are obligated to report any ferry and any other transport damages to us in writing immediately.

The general excess fee according to the Fee Table applies. You shall be fully liable in cases of intentional breach of these contractual obligations, for damage or loss incurred in the event of operation by an unauthorized driver, use of the rental vehicle for prohibited purposes, or otherwise.

A handling fee according to the Fee Table is charged for dealing with any damage of any kind incurred during the rental period.

If the rented vehicle is parked/dropped off early at the location or in the proximity of the location (regardless of whether this is a public or private space), do so at your own risk! We do not accept any liability for damages that occur up until the official end of the rental period.

In the event of loss of the registration card, the lost registration flat rate handling fee according to the Fee Table shall apply. In the event of loss of the vehicle key, the lost key flat rate handling fee according to the Fee Table shall apply.

Renters and Authorized Drivers shall protect all passengers and the public from injury and shall protect the Equipment from damage. The Renters and Authorized Drivers shall be responsible for any injury to passengers or to the public and for any damage to property in and about the Equipment except and only if we are wholly and entirely negligent without any contribution of negligence by Renters, Authorized Drivers, or third parties.

12. Accidents and Damages

In the event of a breakdown or malfunction of the rented vehicle, please contact our hotline to clarify the course of action.

In the event of any damage to the rented vehicle during the rental period, you are obligated to immediately notify us, in writing, of all the details of the event that led to the damage. The accident report must, in particular, contain the names and addresses of the persons involved, must name any witnesses, as well as the registration numbers and insurance details of the vehicles involved. For this purpose, you must complete the accident report form that can be found in the glove compartment of the vehicle. You must do so carefully and truthfully. This form can also be requested over the phone at any time or may be downloaded from the website. You may electronically send the form as a scan to assistance@roadsurfer.com.

If you fail to comply with these obligations, we reserve the right to charge a contractual penalty for defective or missing damage report according to the Fee Table.

After any accident, fire, theft, or other damage, involving the rented vehicle, you must also immediately inform the local police, whether known third parties were involved or not. If you fail to report the incident or damage to the police, you shall be fully liable for any resulting economic costs, charges, fees, or damages Roadsurfer may incur.

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Should a repair be necessary, the rented vehicle must be stopped immediately before further damage can occur. The continuation of the journey, even to the nearest garage, shall only be permitted with Roadsurfer's prior consent.

If you take or have the rented vehicle taken to a garage, you must let us know immediately about the garage, the duration, and the costs of the repair, before any repairs are administered. Repair must not commence before approval has been granted. Roadsurfer is only liable for, and will only pay for, repair costs if the repair has been approved beforehand and only upon presentation of the respective receipts. You must provide us with the exact contact address of the garage immediately.

13. Protection Packages

You have the option of reducing your potential liability by booking protection packages. The **basic package** is automatically included with every booking. This package comprises the following elements:

- The regular excess fee per booking pursuant to Section 11 and according to the Fee Table applies
- Unlimited number of miles/kilometres (except for Rallye bookings)
- An additional driver without any surcharge
- Mobility service: In the event of a breakdown, the Rental Firm shall endeavour to provide a replacement car or to have the rented vehicle repaired as quickly as possible
- Breakdown assistance: All services shall be initiated only by the Rental Firm, and at its discretion, and shall be subject to agreement by way of use of the Rental Firm's 24-hour hotline.
- Third-party liability coverage: state minimum

If the **plus package** is added to the booking, you are entitled to the following services in addition to the services from the basic package.

- A second additional driver without any surcharge
- The regular excess fee per booking (see Section 11) shall be reduced according to the Fee Table
- Third-party liability coverage: USD 2,000,000

If the **max package** is added to the booking, you are additionally entitled to the following services in addition to the services from the basic and plus packages:

- Unlimited number of additional drivers (limited to the number of passengers specified for the respective vehicle)
- The regular excess fee per booking (see Section 11) shall be reduced according to the Fee Table
- **Windshield damage:** no liability on the end of the Hirer for repairs or replacement of the windshield
- **Tire protection:** no liability on the end of the Hirer for tire damages
- **Theft (Burglary) protection:** All unpreventable vehicle damage caused by third-party intrusion. A police report or record is required. Personal belongings are not covered in the event of theft.

If the **all-inclusive package** is added to the booking, the Hirer shall be additionally entitled to the following services in addition to the services from the basic, plus and max package:

- The regular excess fee per booking (see Section 11) shall be reduced according to the Fee Table
- **Awning and roof protection**: no liability for damages to awning and roof
- **All other damages:** no liability for any other damages except for damages caused by wilful misconduct, gross negligence, operating errors, wrongful fueling, and except for interior stains, soiling and burn marks (see note below)

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> **Note:** Stains, soiling and burn marks in the vehicle's interior (e.g. on upholstery, mattresses, curtains, flooring or surfaces) are not covered by the all-inclusive package. The Hirer is liable for any resulting cleaning, repair or replacement costs. These costs are charged according to the Fee Table or, where the Fee Table does not list them, at actual cost.

Even where liability is reduced by booking the max package, the plus package, the general rules concerning liability shall apply if you are at fault for the damage or loss. In particular, you shall be fully liable in cases of negligent breach of a contractual obligation where you cause the damage or loss with wrongful intent. Especially no insurance coverage is given due to your negligence in, but not limited to, the following cases:

- Not fulfilling age requirements,
- Driving the vehicle without a rental agreement, in breach or violation of the rental agreement,
- Driving under influence of alcohol or controlled substances,
- Disregarding common sense or gross negligence or willfulness in failing to abide by the local laws and rules leading to damage third party's property,
- Damages to the awning (typically due to operational errors by the Hirer)
- Roof damage caused by disregarding clearance heights

A **limitation or exclusion of liability** for the following damages caused by **all-inclusive** package in Section 13 is excluded:

- Vehicle damages caused intentionally or through gross negligence
- Damage caused by incorrect fueling (water tank or diesel fuel tank)
- Damage caused by improper operation (except for damages to the awning)

It is not possible to switch from the originally purchased protection package to a protection package with lower coverage.

14. Roadsurfer Liability; Indemnity; Waiver

Any liability of Roadsurfer due to a breach of its obligations herein shall be limited to wrongful intent or gross negligence, including wrongful intent or gross negligence on the part of its representatives and authorized agents.

If the rented vehicle or a substitute is not available for any reason whatsoever, Roadsurfer's liability shall be limited to refunding all payments made.

We will use reasonable efforts to provide you with a replacement vehicle in the event of damage to the rented vehicle or if the vehicle needs garage repair during the rental period, provided that a replacement is available. Garage repair days or missed holidays due to damages that occur during a rental do not entitle you to a refund.

We are not responsible for any personal items left behind at the end of the rental period.

You shall defend, indemnify, and hold us, our parent and affiliated companies harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from this rental transaction or from the use of the vehicle by you or any person, including claims of, or liabilities to, third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such losses.

YOU WAIVE ANY CLAIM AGAINST US FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE RENTAL.

An express waiver in writing by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of Renters' or Authorized Drivers' obligations under this Agreement. Our acceptance of payment from Renters or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement.

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Unless prohibited by law, Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of Equipment. lf any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. Neither Renters nor Authorized Drivers may assign or transfer this Agreement, nor any rights, duties, nor obligations hereunder.

15. Toll Charges

The Hirer may elect the optional Toll Access add-on. If selected all generated tolls are tracked via the installed transponder in the vehicle and the Hirer will be charged a fixed rate based of the number of nights in the booking in the amount agreed upon at the time of booking. All toll costs are covered upfront by Roadsurfer for the entire rental period and no additional toll charges or related administrative fee will be applied after the rental. In the event that a transponder is not available or not operational, tolls may instead be tracked and processed using a toll-by-plate system or other electronic tolling method as determined by the relevant toll authority.

Not covered by the Toll Access option:

- If a Hirer rents a vehicle in the US and crosses into Canada, toll charges are not covered by the Toll Access add-on
- If a Hirer travels on any private orads, tunnels or bridges, they are not covered by the Toll Access add-on
- The Toll Access add-on provides coverage solely for electronic toll charges incurred trough approved electronic tolling systems during the rental period. This coverage does not extend to cash-only toll roads, bridges, or booths, or any toll points that do not accept electronic payment.

If the customer does not select the Toll Acess add-on, any tolls incurred during the rental period will be charged separately after the rental, together with any applicable handling fees according to the Fee Table. The Hirer is permitted to prove that no damage occurred at all or that the damage incurred was significantly lower.

16. Privacy; Storage of Personal Data

We collect, use, process, and share personal data in accordance with our privacy policy, available at https://roadsurfer.com/en/privacy-statement/.

Some vehicles may allow you to connect your personal phone or device via Bluetooth to the vehicle's electronic system. If you choose to do so, the vehicle may automatically load your address book, store your incoming, outgoing and missed telephone calls, and other information from your device. You should follow the steps displayed on the vehicle system screen to delete this information and the device from the vehicle's memory. We are not responsible for assuring the privacy of any such information, and cannot guarantee that other persons you do not authorize will gain access to this information after you return the vehicle.

Certain vehicles may contain devices that monitor the vehicle’s condition, performance, and operation, track fuel consumption, distance travelled, location and other information (“Connected Car Data”), and may transmit such Connected Car Data to Roadsurfer, third party providers, and/or the manufacturer. Some or all of these communications are turned on all the time, even when other services or other media in the vehicle are turned off. We cannot guarantee that a vehicle without these features will be available at the time of rental. These devices may have been installed by us, on our behalf, or by the manufacturer. If the devices are installed by the manufacturer, the manufacturer will process the Connected Car Data in accordance with its privacy notice. We do not provide the manufacturer with your personally identifiable information ("PII"), unless authorized by you, or is necessary in connection with the provision of services provided through such manufacturer, or is required by law. We may enter into agreements with manufacturers to receive some or all of the Connected Car Data collected by

these devices. We may use a third party to process the Connected Car Data on our behalf. We do not provide the third party processor with your PII, unless authorized by you, necessary in connection with the provision of services provided through such third party, or required by law.

We use these devices and the Connected Car Data for the following purposes: (i) to provide certain aspects of our services to you; (ii) to manage your rental; (iii) to enable us to better understand how our vehicles are used; (iv) to optimize our operations; (v) to assist in the handling of any liability or property damage claims; (vi) to provide roadside assistance services; (vii) to assist in the recovery of vehicles which are overdue, lost, or reported stolen; (viii) to respond to requests from law enforcement or regulatory authorities; (ix) as necessary to defend, protect or enforce our rights; (x) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our vehicle is being used in violation of law or otherwise in the commission of a crime; and (xi) to comply with law.

17. Non-assignment Clause

The rental and the Rental Agreement is personal to you. No assignment of claims or rights under the Rental Agreement to third parties is permitted. The same applies to the assertion of other claims in one's own name.

18. Collections

If you do not pay all amounts due to us under the Rental Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the vehicle: a) You agree to pay a late charge of 1.5% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, "Charges"). b) You agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and reasonable attorney's fees in addition to any administrative fees, cost of recovery, insufficient funds fees and collection fees (collectively, "Costs"). If the law permits, you authorize us and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our collection agent(s) may access the personal information that you provided to us in any effort to collect any Charges or Costs under this section and may use the address provided by you on the Rental Agreement, or in any customer profile, as the place to send any demands or collection notices. c) In the event that you presented a credit card or debit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

19. Arbitration

FOR RESIDENTS OF CALIFORNIA: NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER

You are responsible for all collision damage to the rented vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the vehicle, and towing, storage, and impound fees. Your own insurance, or the issuer of the credit card you use to pay for the vehicle rental transaction, may cover all or part of your financial responsibility for the rented vehicle. You should check with your insurance company, or credit card issuer, to find out about your coverage and the amount of the deductible, if any, for which you may be liable.

Further, if you use a credit card that provides coverage for your potential liability, you should check with the issuer to determine if you must first exhaust the coverage limits of your own insurance before the credit card coverage applies.

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The cost per day of the optional damage waiver is stated on your Rental Contract, Rental Receipt or other documents which make up the Rental Agreement.

You agree to promptly notify us of any accident in which the vehicle is involved and to assist and cooperate with us in the investigation, including any police investigation and handing of such accident or claim of liability against you or us arising out of such accident or otherwise out of your rental. You also agree to promptly advise us of any suit, claim or communication you receive, or which you know another driver of the vehicle receives, that is related to any such accident. You will report any accident or loss involving the car to the police and/or motor vehicle department, as required by local law.

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Annex 1: Fee Table

Clause	Fee	Amount USD (rental agreement in USD)	Amount EUR (rental agreement in Euro)
1.	Contractual penalty for disregarding the restrictions of use	550 $	500 EUR
1.	Contractual penalty for interference with TCU/vehicle's electronics	300 $	250 EUR
3.	Booking fee	As agreed at the time of booking	As agreed at the time of booking
3.	Travel fee	As agreed at the time of the booking	As agreed at the time of booking
3.	Administrative fee per process	45 $	
7.	Excess fee per hour	60 $	50 EUR
7.	Excess fee maximum per 24 hours	589 $	500 EUR
8.	Unauthorized return location fee	1500$	
8.	Missing camping table	139 $	119,95 EUR
8.	Missing child seat 15 months to 12 years	165 $	139,95 EUR
8.	Missing mobile camping toilet	129 $	109 EUR
8.	Missing roof rack	385 $	329 EUR
8.	Missing Bedding Package for 1 person	89 $	75 EUR
8.	Missing Bike rack for 4 bikes (and 2 bikes)	831 $	710,90 EUR
8.	Missing Kitchen Box	269 $	277,65 EUR
8.	Missing additional camping chair (in addition to the two camping chairs in camper)	60 $	51,90 EUR
8.	Missing XL bedding package for 2 people	109 $	95 EUR
8.	Missing Booster Seat	35 $	28,95 EUR
8.	Missing Snow Chains	165 $	140 EUR
8.	Missing Pillow	18 $	15 EUR
8.	Cleaning Fee - Fridge - stove or sink - mattress - seats	89 $	75 EUR

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	- other substantial cleaning effort (e.g. stains on other interiors, dirt that takes substantial effort to be removed		
8.	Fuel surcharge depending on fill level of the fuel tank at the time of return	0 % to 25 % existing tank filling: 235 $ 25 % to 50 % existing tank filling: 184 $ 50 % to 75 % existing tank filling: 129 $ 75 % to 99 % existing tank filling: 74,99 $	0 % to 25 % existing tank filling: 199 EUR 25 % to 50 % existing tank filling: 154 EUR 50 % to 75 % existing tank filling: 109,00 EUR 75 % to 99 % existing tank filling: 64,00 EUR
8.	Stationary or mobile toilet not emptied (Cleaning Fee – Excrements)	350 $	
8.	Fresh water or waste water not emptied	89 $	75 EUR
9.	Penalty Fee: Dog Hair in no Dog car	175,50 $	150 EUR
9.	Penalty Fee: Smoked in Car	290 $	250 EUR
11.	Damage fee per damage	55 $	49 EUR
11.	Regular excess fee per booking	4000 $	4000 EUR
11.	Handling fee per damage	55 $	49 EUR
11.	Lost registration flat rate handling fee	220 $	200 EUR
11.	Lost key flat rate handling fee	1090 $	1000 EUR
12.	Contractual penalty for defective or missing damage report	1090 $	1000 EUR
13.	**Basic package:** regular fee per booking	4000 $	4000 EUR
13.	**Plus package**: Regular excess fee per booking	900 $	900 EUR
13.	**Max package**: regular excess fee per booking	300 $	300 EUR
13.	**All-inclusive package:** regular excess fee per booking	0 $	0 EUR

Section C.

ROADSURFER – Terms & Conditions of **Roadsurfer Canada Inc.**

THESE TERMS AND CONDITIONS ("**Terms**") CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ THIS PROVISION CAREFULLY

The following terms and conditions also apply to so-called Rallye bookings. Please note that special terms and conditions may apply to such bookings, which can be found in the respective rental agreement.

Any change in the Rental Agreement or our rights must be in writing and signed by an authorized Roadsurfer officer. We have the unilateral right to change these Terms from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the Roadsurfer web site. All changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the Roadsurfer web site, without any requirement by you to sign the changed Terms.

1. Subject Matter of the Rental Agreement

These Terms, the rental agreement, including the respective agreed terms and conditions, and the status report of the rental vehicle contained therein, the booking confirmation sent by email, the Fee Table in Annex 1 to these Terms ("**Fee Table**"), any additional agreement signed by you ("**You**" and "**Renter**"), any documents or agreements (or links to online documents or agreements) sent to you electronically in connection with your rental, our privacy policy, and the return receipt, collectively constitute the "Rental Agreement" between you and roadsurfer **Roadsurfer Canada Inc.** ("**Roadsurfer**"). "**Equipment**", "**Vehicle**" and "**Campervan**" means the Vehicle and Trailer rented, hereto, including any automobile or truck, hookups or ancillary parts identified in this Agreement and any Equipment we substitute for it, and all its tires, tools, accessories, equipment, keys and ancillary equipment documents.

The subject matter of the contract solely encompasses the leasing of a campervan with standard or individually configured interior fittings as well as accessories thereto, if applicable, to you by Roadsurfer. This Rental Agreement reflects a transfer of possession of the vehicle, not ownership.

The vehicle may only be used within the continental United States and Canada, unless otherwise agreed by Roadsurfer. Using the car is not permitted

- in Death Valley (United States of America) between June 1st and September 30th.

Customer is liable for disregarding of those restrictions and is notified, that no insurance coverage applies and no road assistance is provided within these prohibited areas.

In case the Renter disregards these restrictions of use, the Renter must pay a penalty of 550 $. If the Hirer interferes with the TCU or the vehicle's electronics, particularly the navigation system, the contractual penalty will be 300 $.

This rental is for your personal use only, and not for any commercial use. Vehicles are rented exclusively for personal, private purposes, such as holiday trips, everyday travel, or for similar purposes. All commercial uses are prohibited, such as use as part of a taxi service or other privately hired use.

The Renters and Authorized Drivers shall not use or permit the use of the Vehicle: (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) by anyone under the influence of any drug or alcohol; (c) by anyone who obtained the Equipment or extended the rental period by giving us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the Equipment; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation; (e) to carry persons or property for hire; (f) to push or tow anything other than the vehicle towing the trailer listed as Equipment, to teach anyone to drive, or to carry objects on the roof of the Equipment; (g) in any race, speed test or contest; (h) to carry dangerous or hazardous items or illegal materiel; (i) for travel outside of the United States or Canada, **specifically excluding travel into Mexico**; (j) when loaded

beyond its capacity as determined by the manufacturer of the Equipment; (k) on unpaved surfaces, except at designated campgrounds; (l) to transport more persons than the Equipment has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without approved child safety seats as required by local law; (n) when the odometer has been tampered with or disconnected; (o) when the Equipment's fluid levels are low, or it is otherwise reasonable to expect Renters to know that further operation would damage the Equipment; (p) in a manner that causes damage to the Equipment due to inadequately secured cargo; (q) after an accident with the Equipment unless and until Renters summon the police to the accident scene; and (r) for anyone sitting, standing or lying on the roof of the Equipment.

The vehicle may not be used to participate in motor sport events or vehicle tests, or to transport explosive, easily inflammable, poisonous, radioactive or otherwise dangerous substances. It is also prohibited to use the vehicle in connection with the commission of any criminal offenses. If there are doubts about how the rented vehicle will be used, we have the right to refuse to hand over the rented vehicle.

You may not paste over or remove any Roadsurfer advertising signs, insignia, or other branded content on the vehicle.

Rental of a vehicle for use as a home-office space for your own or your employee(s)' office activities shall not constitute use for a commercial purpose.

2. Authorized Vehicle Drivers

Vehicles may only be driven by drivers who possess a valid full and unrestricted driver license and must fulfill the minimum age of 21 years ("**Authorized Drivers**"). Only Authorized Drivers are permitted to drive the Equipment. All Authorized Drivers are jointly and severally liable and bound by this Agreement in regard to use of the Equipment. Each Authorized Driver expressly warrants and guarantees that by operating any of the Equipment, the Authorized Driver is competent, capable, licensed, and qualified to operate such Equipment. The vehicle must only be driven by driver(s) designated in the Rental Agreement. If an unauthorized driver drives the vehicle, that constitutes a breach of these Terms and the Rental Agreement. You shall be liable for all damage or loss caused by an unauthorized driver. Unauthorized drivers are not covered by insurance.

All Authorized Drivers must be named in writing in the Rental Agreement and must show their original driver licenses to the Rental Firm at the time of vehicle pick-up. Copies of licenses are not accepted. Roadsurfer has the right to verify that any driver's license has been validly issued and is in good standing (not suspended, revoked or otherwise restricted in any way) as a condition of each rental.

Roadsurfer must be told about all accompanying persons prior to the commencement of the rental period. Should there be any doubt as to the truthfulness of the purpose or the number of passengers, Roadsurfer reserves the right not to hand over the vehicle.

Corporate customers renting a vehicle may make the vehicle available to employees as provided for in the Rental Agreement, and are responsible to ensure that the vehicle is made available only to employees who are authorized drivers.

The vehicle may not be driven by anyone whose fitness to drive may be impaired for any reason, in particular if they are under the influence of alcohol or drugs or are ill.

The Renter shall not be entitled to carry out any removal and/or modification of vehicle parts, in particular drive, brake, steering and/or body components, or to deactivate the telematics systems without Roadsurfer's prior written consent. In case of culpable violation, Roadsurfer is entitled to extraordinary termination.

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3. Prices

The total rental price is made up of the daily rental price, any additional equipment booked, the booking fee and the travel fee. The daily rental price encompasses the vehicle rental for the hire period specified in the Rental Agreement. Also covered are the costs for maintenance and wear and tear repairs as well as the agreed insurance cover.

In addition to the daily rental price, a booking fee and a travel fee in the amount agreed upon at the time of booking is charged per rental. The booking fee and a travel fee also applies when booking a Roadsurfer Rally. In this case, the only additional equipment that can be booked is bed linen sets and pets.

The booking fee covers the costs incurred for booking the vehicle. The travel fee covers the logistivs costs incurred to get the vehicle ready for the respective Hirer.

You are fully responsible for all tolls, fuel costs, parking fees, campsite fees, any traffic or public order violations, other legal issues and any other charges. You will cover any fines, fees or other costs that authorities or other agencies impose on Roadsurfer as a result of such violations.

For responding to requests for information about the driver from purpose of investigating traffic violations, administrative offenses, criminal offenses, or disturbances of possession committed during the rental period, you will be charged an administrative fee according to the Fee Table. This fee will not be charged if the renter can prove that the parking or traffic fine was unjustified, that the renter or the respective driver was not at fault, or that the actual damage incurred is less than the fee.

Even if not expressly stated herein, all amounts payable by you to Roadsurfer (including, without limiting the generality of the foregoing, daily rental price, additional equipment fee, booking fee, toll charges, administration fee or any fines, tickets, penalties, fees or charges or any other costs or expenses incurred by you where Roadsurfer handles them and invoices such costs to you) (collectively, the "**Rental Costs**") are exclusive of any applicable federal, provincial, municipal, territorial or other sales, retail, use, transfer, goods and services, harmonized sales, excise, value-added or other similar taxes, fees or charges imposed by any applicable taxing authority(collectively, "**Sales Taxes**"). If applicable, any such Sales Taxes, for which you are responsible and liable, shall be stated as a separate line item on your invoice and shall be payable concurrently with the payment of any Rental Costs upon which such Sales Taxes are calculated.

You hereby authorize Roadsurfer to charge the card presented at the time of rental or at a later date, or that is specified in the rental agreement, all Rental Costs, including any applicable Sales Taxes, owed under the contractual relationship, as well as all other claims relating to the Rental Agreement. In particular, you authorize Roadsurfer to debit from the card all fees you incur for penalties, tickets, charges, and fines, plus all applicable Sales Taxes. This authorization also applies to all contractually agreed costs that become due after conclusion of the contract (e.g., for cleaning, refueling, late return, damage, and toll charges).

When booking a Rallye, the included kilometers are specified by the Rental Firm during the booking process. Any additional kilometers not included in the Rallye booking will be invoiced to the Hirer in accordance with the excess-mileage policy specified at the time of the booking.

4. Booking

By sending the completed booking form, you submit a binding offer to conclude the Rental Agreement and accept these Terms.

No Rental Agreement is binding until after Roadsurfer issues a written booking confirmation by email via the booking port https://booking.roadsurfercom/en/rent, which was intentionally triggered by Roadsurfer.

We reserve the right to decline entering into the Rental Agreement at any time.

Upon completion of the booking, the total rental price, including all extras, booking fees, and any applicable Sales Taxes, becomes immediately due. The total amount must be paid without delay using the payment method specified

during the booking process. If payment is not received on time, Roadsurfer is entitled to withdraw from the Rental Agreement and rent the vehicle to another customer.

If the renter books a paid **flex option** when concluding the rental agreement, the following applies to the due date of the total rental price:

• **Booking more than 60 days before pickup:** 50% of the total amount is due immediately and the other 50% is due 60 days before the rental vehicle is handed over.

• **Booking 60 days or less before pickup:** the entire rental price is due immediately upon completion of the booking.

5. Cancellation

If you cancel a binding booking, the following applies:

Between 0 and 48 hours before the agreed start of the rental, the full total rental price including extras and any applicable Sales Taxes must be paid to Roadsurfer. Due to the declared withdrawal, there is no claim to a value voucher (hereinafter "**cancellation voucher**") or refund of payments made.

- **Between 0 and 48 hours** before the agreed start of the rental period, there is no entitlement to a refund of the total rental price including extras. Neither the booking fee nor the travel fee will be refunded.
- For cancellations made **at least 48 hours before** the agreed rental start date, no refund of the total rental price including extras will be made. However, the renter will receive a refund of the travel fee.

In case of a booked **flex-option**, the following applies:

- **Between 0 and 48 hours** before the agreed start of the rental period, there is no entitlement to a refund of the total rental price including extras. Neither the booking fee nor the travel fee will be refunded.
- Cancellation **at least 21 days before** the agreed start of the rental period: the total rental price excluding the booking fee will be refunded, or the Hirer may rebook for any period in the amount of the total rental price.
- Cancellations **within 21 days** of the agreed rental start date: there is no entitlement to a refund of the total rental price. Only the travel fee will be refunded.

In addition tot he above right of cancellation, it is possible to rebook to a different rental period ("**rebooking**") before the start of the rental period:

- Rebooking **at least 60 days before** the start of the rental period: If the rebooking results in a higher total rental price than originally agreed, the renter must pay the difference. If, on the other hand, the total rental price is lower than the originally agreed total price, the difference will be refunded. f the rental period is shortened, this is not considered a rebooking, but rather a partial cancellation. This means that in such cases, the difference in price will not be refunded.
- Rebooking **within 60 days of pickup**: there is no entitlement to a refund or cancellation voucher for the difference in price.

In case of a booked **flex-option**, the following applies:

- Rebooking **at least 14 days before** the start of the rental period: If the rebooking results in a higher total rental price than originally agreed, the renter must pay the difference. If, on the other hand, the total rental

price is lower than the originally agreed total price, the difference will be refunded. f the rental period is shortened, this is not considered a rebooking, but rather a partial cancellation. This means that in such cases, the difference in price will not be refunded.

- Rebooking **within 14 days prior** to the start of the rental period and up to the time of pickup: there is no entitlement to a refund or cancellation voucher for the difference in price.

The hirer is entitled to rebook several times.

After a rebooking has been made, the following applies to the contractual right of cancellation and any further rebooking:

The time interval between the first rebooking and the start of the rental period of the initial rental agreement permanently determines the cancellation conditions and rebooking fees (example: If the initial rental agreement is rebooked 30 days before the start of the rental period, the conditions of a cancellation / rebooking 30 days before the start of the rental period apply to the cancellation / rebooking of each subsequent rebooked rental agreement, regardless of when the cancellation / rebooking is actually declared).

Equipment already booked cannot be cancelled separately from a booking. The cost of equipment(plus all applicable Sales Taxes), such as bicycle racks or a camping toilet, shall not be refunded in the event of cancellation.

Early return of the rented vehicle shall not provide you with any credit, partial refund of the rental price, a cancellation voucher, or a (partial) rebooking for another hire period.

The following conditions apply to the cancellation vouchers:

- They are valid for 1 year from the date of issue.
- After cancellation of a booking paid for with a cancellation voucher, the expiry date of the original cancellation voucher applies to the cancellation voucher subsequently issued.
- The cancellation voucher has no cash value.
- The prices and terms and conditions current at the time the booking is made apply; there is no entitlement to the original rental price or previous set of terms and conditions.
- Resale, auction, or other transfer of the cancellation vouchers is not permitted.
- When redeeming a cancellation voucher, the booking fee applicable at the time of booking will be charged again.

6. Payment Method and Deposit

At the start of the hire period, the agreed security deposit must be paid by Credit- or Debit Card (Mastercard or Visa) as security for the fulfillmet of their contractual obligations. Without such a security deposit the vehicle shall not be handed over. A delayed Deposit, delayed full payment or delayed or insufficient security deposit, entitles Roadsurfer to cancel the rental agreement without notice for good cause, subject to any claims for damages.

When the vehicle is handed over at the start of the hire period, any existing damage to the vehicle is recorded in writing.

If the vehicle is returned in undamaged condition (ordinary wear and tear, and any damage indicated on the damage report prior to rental excepted), the security deposit shall be refunded immediately after the end of the hire period. Any blocking of the security deposit by means of a credit card shall be automatically released again. However, this shall not exempt the Renter from liability for concealed or hidden defects or damage which are discovered within 48 hours of the return of the rented vehicle. Credit card payments may take up to 30 days to clear. Debit card payments may take up to 6-8 weeks to clear.

However, this does not release the Renter from liability for concealed or hidden defects or damage that the Rental Firm discovers after the rental vehicle has been returned.

In the event of an accident involving another driver, we shall retain or demand the security deposit until the question of guilt has been clarified beyond doubt, judicially or extrajudicially.

Additional charges or costs (e.g., special flat rate cleaning fees according to the Price List for cleaning fees, which is available at the agreed handover location), plus any applicable Sales Taxes, shall be invoiced when the vehicle is returned, insofar as these can be charged at this point in time. If additional costs are incurred, e.g., as a result of a fine, or if damage to the rented vehicle is discovered when the rented vehicle is returned, we shall subsequently charge you for these costs and other administrative costs (e.g., costs for the processing of claims, a flat rate fee for the handling of fines), plus any applicable Sales Taxes, when we become aware of these costs.

Roadsurfer reserves the right to withhold the corresponding additional charges or costs directly (plus any applicable Sale Taxes) from the security deposit.

7. Hire Period

The hire period extends from the agreed pick-up of the vehicle to the final return. The minimum hire period can vary between 3-7 nights.

The vehicle must be returned by the time specified in the rental agreement.

If the hire period is exceeded, an excess fee according to the Fee Table will be charged per hour (a partial hour is charge the same as a full hour), unless you demonstrate that you are not at fault for the late return. The maximum excess fee per 24 hours of delay in returning the vehicle applies according to the Fee Table. We reserve the right to charge you for any and all damages (e.g., loss of profit, damage claims of the subsequent renter, etc.) as a result of the late return of the vehicle. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

If the rental vehicle is returned before the agreed return date, the full rental price agreed in the rental agreement shall still be payable.

When booking a Rallye, the pick-up and drop-off locations and the pick-up and drop-off times are fixed. This agreement cannot be changed.

8. Handover and Return of Rental Vehicle

The vehicle must be returned at the agreed upon time, to the agreed return location, as specified by Roadsurfer. If return is indicated to a location other than the location where your rental commences, you may have to pay a one way fee and any applicable Sales Taxes as agreed in the Rental Contract. If you return the car to a different location from the agreed return location without Roadsurfer permission, you agree to pay an unauthorized return location fee and any applicable Sales Taxes according to the Fee Table. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

On occasion, it may be that bicycle racks are mounted on the rented vehicle, even though you did not expressly request them. Roadsurfer shall not be obligated to remove these bicycle racks.

If a vehicle in the booked vehicle category cannot be provided at the time of handover, the Rental Firm reserves the right to provide a vehicle of comparable or larger size and equipment. This will not result in any additional rental costs for the Hirer. If the Hirer is offered and accepts a smaller vehicle, they will receive an appropriate discount. This discount is determined on an individual basis and is calculated in relation to the functionality and features of the vehicles being compared. These discounts are also based on the availability and pricing of the individual models and may therefore be limited to a certain amount.

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Upon handover of the vehicle, the Hirer is obliged to carry out a start-up check of the camper. In doing so, the Hirer must test the most important functions of the camper. Any existing damage must be documented by the renter. The vehicle is then inspected jointly with an employee of the rental company, and the findings are confirmed by the signatures of the renter and the employee on the handover report. Reports of damage discovered at a later date cannot be taken into account, and such complaints have no chance of success.

The Hirer is also obligated to perform an equipment check. The Hirer must check whether the following equipment is available and in working order:

- levelling wedges
- water canister and filler neck
- outdoor power cable & adapter
- handbrush
- gas bottle
- camping table and two camping chairs
- window blinds
- Solbio-bottle
- awning crank

The Rental Firm is not liable for missing or defective equipment that the Hirer reports only after departure.

You must return the rented vehicle, the vehicle's keys, and the equipment at the location and time agreed in the Rental Agreement when the rental period ends. If the rented vehicle is not returned when required, and you fail to inform Roadsurfer that you still have possession of the vehicle, Roadsurfer may assume that you are using the rented vehicle unlawfully. Roadsurfer reserves the right to contact the police or other relevant authorities and report the vehicle stolen. Additional fees and charges shall apply when you keep the vehicle longer than the agreed upon rental period.

You are liable for the rented equipment if it is not returned with the vehicle or is not present in the vehicle at the time of the return, provided that you are responsible for this. In such a case, you must pay a flat fee in accordance with the Fee Table. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

Upon return of the vehicle, we will conduct an inspection. You will pay a cleaning fee and applicable Sales Taxes according to the Fee Table for cleaning the vehicle's interior upon return if (a) any stains, dirt, odor, or soiling attributable to your use cannot be cleaned with our standard post-rental procedures, as determined by us in our sole discretion, or (b) the stationary toilet in the vehicle and / or mobile camping toilets or fresh water or waste water tanks of the rental vehicle are not fully emptied. In the course of the inspection, we will check the condition of the vehicle and determine if any other additional charges aplly according to the fee table. The rental vehicle will be inspected for new damages separately, in absence of the renter. Any new damage to the vehicle will be recorded. You are responsible for any and all new damage, greater than ordinary wear and tear, to the rented vehicle.

The rented vehicle must be returned with a full tank of fuel. You will be charged a fuel surcharge according to the Fee Table (flat rate) in the event the gas tank is not full at the time of vehicle return.

We can repossess the rented vehicle at any time in our sole discretion for reasons that include, but are not limited to the following: the rented vehicle is found illegally parked, being used to violate the law or the terms of the Rental Agreement, or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the vehicle, including remotely disabling the engine, remotely locking the doors, tracking the location of the vehicle through GPS tracking devices and utilizing for our benefit any other devices connected to the vehicle or affecting the vehicle's operation. If the vehicle is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the vehicle. You agree that such costs will be charged to the credit or debit card or account you used to rent the vehicle.

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9. Obligation to Exercise Due Diligence and Care

You must handle the rented vehicle and Equipment with care and observe all relevant rules and regulations with respect to operating, driving, locking, parking, and maintaining the rented vehicle properly and protect it against theft. The operating instructions of the rented vehicle and those of all installed equipment on board must be strictly observed. You shall obey the rules of the road when operating the rented vehicle.
NO SMOKING is permitted inside the rented vehicle. Roadsurfer reserves the right to impose an additional smoking cleaning fee according to the Fee Table if smoking occurs inside the rented vehicle. Pets, in particular dogs, may only be taken on campervans that are specially designated and identified as `pet-friendly' campervans for small pets. These can be booked for a special fee. In certain cases, there are no additional costs for medically recognized assistance dogs. On all other campervans — not marked as "dog-friendly" — animals are not allowed, subject to medically accredited assistance dogs. Upon a violation of this pet rule, you shall pay for all additional cleaning costs (removal of pet hair, ozone treatment, etc.) plus the pet fee according to the Fee Table for the depreciation of the vehicle. Should a "dog-friendly" campervan be scratched or be particularly dirty due to having taken along a pet, we also reserve the right to charge for the respective loss in vehicle value and for any cleaning costs after the trip.

You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

YOU ARE RESPONSIBLE FOR PROPERLY SECURING TRANSPORTED ANIMALS BEFORE THE START OF THE TRIP, E.G. BY TRANSPORT BOXES. THE RENTAL FIRM IS NOT LIABLE FOR DAMAGES CAUSED BY INADEQUATE TRANSPORT SECURING OF THE ANIMAL AND / OR LEAVING THE ANIMAL IN THE VEHICLE.

10. Repair and Maintenance

During the rental period, you must take all measures necessary to keep the rented vehicle in the condition it was in at the start of the rental. Look out for warning lights on the vehicle display and take all necessary measures in accordance with the operating instructions.

In particular, you are obligated to check oil level and cooling water levels and to carry out regular tire pressure and tire condition checks before and during the journey.

If vehicle is equipped with diesel exhaust fluid (DEF): At departure the Renter takes over a full tank of diesel exhaust fluid (DEF). You must regularly check the DEF tank and to ensure that it is properly refilled, at your expense, without delay if the warning signals flash. If the vehicle is not returned with a full tank of diesel exhaust fluid (DEF), you will be charged a flat fee for the filling of the DEF tank according to the Fee Table. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

You shall be liable for all damages and costs ensuing from any breach of these maintenance obligations.

Any alteration or mechanical tampering with the rented vehicle without our prior written approval is prohibited.

Repairs which become necessary in order to guarantee the operational safety or road safety of the rented vehicle may only be secured by you during the rental period with our written consent. We will bear the repair costs upon presentation of the relevant receipts, unless you are otherwise liable for the damage.

11. Insurance

In the event of accidents, loss, theft or improper operation of the rented vehicle, or in the event of any breach of contractual obligations herein, you shall be liable for the repair costs incurred as a result thereof or, in the case of a total write-off, for the replacement value of the rented vehicle less its residual value, unless you can demonstrate that you are not at fault for the damage or loss. Additionally, you shall be liable for additional losses and costs such as any reduction in value, towing, and recovery costs, as well as expert's fees to assess vehicle value or damages.

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You are responsible for all injury, damage and loss you cause to yourself or others. You will provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. If provincial law requires us to provide auto liability insurance, we provide auto liability insurance (Policy) that is excess to all other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum limits set by the financial responsibility laws of the Province whose laws apply to the loss. You and we reject PIP, medical payments, no-fault, uninsured and under-insured motorist coverage and other optional protection, where permitted by law. To the extent such protection is imposed by law, that protection will be for the minimum limits required by law. The Policy is void if you breach this Agreement or fail to cooperate in a loss investigation by us or our insurer.

This is a contract for rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement. We may monitor the Vehicle through telematic devices. You agree to indemnify, defend, and hold us harmless from all judgments, claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use of the Vehicle. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.

Renters and Authorized Drivers are responsible for all damage or loss Renters or Authorized Drivers cause to others. Renters and Authorized Drivers agree to provide autoliability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renters, Authorized Drivers, and us as a third-party beneficiary, passengers, and the Equipment in the minimum amount required by provincial law. Our own insurance policies shall be secondary unless otherwise prohibited by law.

Where the travelled-region's law requires the Equipment owner to provide auto liability insurance, we shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality travelled whose laws apply to the lass. Renters, Authorized Drivers, and we reject Personal lnjury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers fail to cooperate in any lass investigation conducted by us, or our insurer.

The Policy does not cover losses caused by drivers of the Equipment who are not Authorized Drivers.

If legal claims are asserted against you in connection with the rental vehicle or arising out of this Rental Agreement in any way, you shall give immediate notification thereof to Roadsurfer in writing.

The Rental Firm shall indemnify the Renter in accordance with the principles of fully comprehensive insurance on the basis of the respective valid terms and conditions of the General Terms and Conditions for Motor Vehicle Insurance, with an excess plus a flat rate fee for damage to the rented vehicle per case of damage or loss according to the Fee Table. The Renter shall have the right to prove that no damage or loss was incurred, or that the damage or loss incurred is considerably lower than the flat rate fee.

The exemption from liability covers damage caused by an accident, i.e., by an event suddenly impacting directly from the outside with mechanical force; operating damage and damage strictly due to breakage shall not constitute damage caused by an accident. Likewise, damage between a towing vehicle and a towed vehicle or trailer without any impact from the outside shall not constitute damage caused by an accident.

In particular, therefore, the exemption from liability shall not include damage or loss incurred as a result of a hook-up error or incorrect filling (of the water tank or fuel tank), improper use (such as driving on unpaved roads) or as a result of the load.

Please note the following with respect to the rented vehicle:

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- Never extend the awning in strong wind or rain and never leave it unattended while it is extended. The cost of a new awning with installation shall be borne by you, if you breach this obligation. These costs may exceed the value of your security deposit!
- The water system cannot be cleaned if fuel has been incorrectly filled into the water tank. It must be replaced completely. This applies to tanks, boiler, pump, taps and pipes. The costs shall be borne in full by the Renter. The Renter shall furthermore be liable for any damage to the vehicle and its accessories resulting from this. The same shall apply if the fuel tank is incorrectly filled.

You shall be fully liable for the following damage or loss:

Tire damage: Resulting costs for damages to the tires themselves or the fitting of the tires. The spare tire shall not be installed on the rented vehicle by you – it must be installed by a towing or breakdown service;

Windshield damage: Windscreen/glass damage shall be repaired or replaced, depending on the extent and location of the damage;

Theft (Burglary) Damage: All unpreventable vehicle damage caused by third-party intrusion. A police report or record is required;

Weather-related damages: Unpreventable damage from severe weather (hail, rain, strong winds, etc.);

Damage to the interior of the vehicle;

Undercarriage and/or bodywork repairs: Damages to exterior surface (dents, scratches, cracks, etc.) and undercarriage parts (brakes, axles, diesel tank, etc.);

Other damage: Damage caused by driving on unpaved roads, including the resulting costs such as for recovery, towing or tire damage. A limitation of these damages by protection packages (item 13) is excluded.

Renters' Property: Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from all claims for loss of, or damage to, Renters' personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Equipment or in any service vehicle or in our offices, unless the lass or damage was caused by our sole negligence or was otherwise our responsibility expressly-agreed in writing.

There is no insurance cover for any damages to the vehicle that are caused when using ferries or motorail trains. All costs for damages caused by these means of transport shall be borne by you. You are obligated to report any ferry and any other transport damages to us in writing immediately.

The general excess fee according to the Fee Table applies. You shall be fully liable in cases of intentional breach of these contractual obligations, for damage or loss incurred in the event of operation by an unauthorized driver, use of the rental vehicle for prohibited purposes, or otherwise.

A handling fee according to the Fee Table is charged for dealing with any damage of any kind incurred during the rental period.

If the rented vehicle is parked/dropped off early at the location or in the proximity of the location (regardless of whether this is a public or private space), do so at your own risk! We do not accept any liability for damages that occur up until the official end of the rental period.

In the event of loss of the registration card, the lost registration flat rate handling fee according to the Fee Table shall apply. In the event of loss of the vehicle key, the lost key flat rate handling fee according to the Fee Table shall apply.

Renters and Authorized Drivers shall protect all passengers and the public from injury and shall protect the Equipment from damage. The Renters and Authorized Drivers shall be responsible for any injury to passengers or to the public and for any damage to property in and about the Equipment except and only if we are wholly and entirely negligent without any contribution of negligence by Renters, Authorized Drivers, or third parties.

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12. Accidents and Damages

In the event of a breakdown or malfunction of the rented vehicle, please contact our hotline to clarify the course of action.

In the event of any damage to the rented vehicle during the rental period, you are obligated to immediately notify us, in writing, of all the details of the event that led to the damage. The accident report must, in particular, contain the names and addresses of the persons involved, must name any witnesses, as well as the registration numbers and insurance details of the vehicles involved. For this purpose, you must complete the accident report form that can be found in the glove compartment of the vehicle. You must do so carefully and truthfully. This form can also be requested over the phone at any time or may be downloaded from the website. You may electronically send the form as a scan to assistance@roadsurfer.com.

If you fail to comply with these obligations, we reserve the right to charge a contractual fee for defective or missing damage report according to the Fee Table.

After any accident, fire, theft, or other damage, involving the rented vehicle, you must also immediately inform the local police, whether known third parties were involved or not. If you fail to report the incident or damage to the police, you shall be fully liable for any resulting economic costs, charges, fees, or damages Roadsurfer may incur.

Should a repair be necessary, the rented vehicle must be stopped immediately before further damage can occur. The continuation of the journey, even to the nearest garage, shall only be permitted with Roadsurfer's prior consent.

If you take or have the rented vehicle taken to a garage, you must let us know immediately about the garage, the duration, and the costs of the repair, before any repairs are administered. Repair must not commence before approval has been granted. Roadsurfer is only liable for, and will only pay for, repair costs if the repair has been approved beforehand and only upon presentation of the respective receipts. You must provide us with the exact contact address of the garage immediately.

13. Protection Packages

You have the option of reducing your potential liability by booking protection packages. The **basic package** is automatically included with every booking. This package comprises the following elements:

- The regular excess fee per booking pursuant to Section 11 and according to the Fee Table applies
- Unlimited number of miles/kilometres (except for Rallye bookings)
- An additional driver without any surcharge
- Mobility service: In the event of a breakdown, the Rental Firm shall endeavour to provide a replacement car or to have the rented vehicle repaired as quickly as possible
- Breakdown assistance: All services shall be initiated only by the Rental Firm, and at its discretion, and shall be subject to agreement by way of use of the Rental Firm's 24-hour hotline.

If the **plus package** is added to the booking, you are entitled to the following services in addition to the services from the basic package.

- A second additional driver without any surcharge
- The regular excess fee per booking (see Section 11) shall be reduced according to the Fee Table

If the **max package** is added to the booking, you are additionally entitled to the following services in addition to the services from the basic and plus packages:

- Unlimited number of additional drivers (limited to the number of passengers specified for the respective vehicle)

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- The regular excess fee per booking (see Section 11) shall be reduced according to the Fee Table
- **Windshield damage:** no liability on the end of the Hirer for repairs or replacement of the windshield
- **Tire protection:** no liability on the end of the Hirer for tire damages
- **Theft (Burglary) protection:** All unpreventable vehicle damage caused by third-party intrusion. A police report or record is required. Personal belongings are not covered in the event of theft.

If the **all-inclusive package** is added to the booking, the Hirer shall be additionally entitled to the following services in addition to the services from the basic, plus and max package:

- The regular excess fee per booking (see Section 11) shall be reduced according to the Fee Table
- **Awning and roof protection**: no liability for damages to awning and roof
- **All other damages:** no liability for any other damages except for damages caused by wilful misconduct, gross negligence, operating errors, wrongful fueling, and except for interior stains, soiling and burn marks (see note below)

Note: Stains, soiling and burn marks in the vehicle's interior (e.g. on upholstery, mattresses, curtains, flooring or surfaces) are not covered by the all-inclusive package. The Hirer is liable for any resulting cleaning, repair or replacement costs. These costs are charged according to the Fee Table or, where the Fee Table does not list them, at actual cost.

Even where liability is reduced by booking the plus package or the max package, the general rules concerning liability shall apply if you are at fault for the damage or loss. In particular, you shall be fully liable in cases of negligent breach of a contractual obligation where you cause the damage or loss with wrongful intent. Especially no insurance coverage is given due to your negligence in, but not limited to, the following cases:

- Not fulfilling age requirements,
- Driving the vehicle without a rental agreement, in breach or violation of the rental agreement,
- Driving under influence of alcohol or controlled substances,
- Disregarding common sense or gross negligence or willfulness in failing to abide by the local laws and rules leading to damage third party's property,
- Damages to the awning (typically due to operational errors by the Hirer),
- Roof damages caused by disregarding clearance heights.

A **limitation or exclusion of liability** for the following damages caused by **all-inclusive** package in Section 13 is excluded:

- Vehicle damages caused intentionally or through gross negligence
- Damage caused by incorrect fueling (water tank or diesekl fuel tank)
- Damage caused by improper operation (except for damages to the awning)

It is not possible to switch from the originally purchased protection package to a protection package with lower coverage.

14. Roadsurfer Liability; Indemnity; Waiver

Any liability of Roadsurfer due to a breach of its obligations herein shall be limited to wrongful intent or gross negligence, including wrongful intent or gross negligence on the part of its representatives and authorized agents.

If the rented vehicle or a substitute is not available for any reason whatsoever, Roadsurfer's liability shall be limited to refunding all payments made.

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We will use reasonable efforts to provide you with a replacement vehicle in the event of damage to the rented vehicle or if the vehicle needs garage repair during the rental period, provided that a replacement is available. Garage repair days or missed holidays due to damages that occur during a rental do not entitle you to a refund.

We are not responsible for any personal items left behind at the end of the rental period.

You shall defend, indemnify, and hold us, our parent and affiliated companies harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from this rental transaction or from the use of the vehicle by you or any person, including claims of, or liabilities to, third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such losses.

YOU WAIVE ANY CLAIM AGAINST US FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE RENTAL.

An express waiver in writing by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of Renters' or Authorized Drivers' obligations under this Agreement. Our acceptance of payment from Renters or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement.

Unless prohibited by law, Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of Equipment. lf any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. Neither Renters nor Authorized Drivers may assign or transfer this Agreement, nor any rights, duties, nor obligations hereunder.

15. Toll Charges

The Hirer may elect the optional Toll Access add-on. If selected all generated tolls are tracked via the installed transponder in the vehicle and the Hirer will be charged a fixed rate based of the number of nights in the booking in the amount agreed upon at the time of booking. All toll costs are covered upfront by Roadsurfer for the entire rental period and no additional toll charges or related administrative fee will be applied after the rental. In the event that a transponder is not available or not operational, tolls may instead be tracked and processed using a toll-by-plate system or other electronic tolling method as determined by the relevant toll authority.

Not covered by the Toll Access option:

- If a Hirer rents a vehicle in Canada and crosses into the US, toll charges are not covered by the Toll Access add-on
- If a Hirer travels on any private orads, tunnels or bridges, they are not covered by the Toll Access add-on
- The Toll Access add-on provides coverage solely for electronic toll charges incurred trough approved electronic tolling systems during the rental period. This coverage does not extend to cash-only toll roads, bridges, or booths, or any toll points that do not accept electronic payment.

If the customer does not select the Toll Acess add-on, any tolls incurred during the rental period will be charged separately after the rental, together with any applicable handling fees according to the Fee Table. The Hirer is permitted that no damage occurred at all or that the damage incurred was significantly lower.

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16. Privacy; Storage of Personal Data

We collect, use, process, and share personal data in accordance with our privacy policy, available at https://roadsurfer.com/en/privacy-statement/.

Some vehicles may allow you to connect your personal phone or device via Bluetooth to the vehicle's electronic system. If you choose to do so, the vehicle may automatically load your address book, store your incoming, outgoing and missed telephone calls, and other information from your device. You should follow the steps displayed on the vehicle system screen to delete this information and the device from the vehicle's memory. We are not responsible for assuring the privacy of any such information, and cannot guarantee that other persons you do not authorize will gain access to this information after you return the vehicle.

Certain vehicles may contain devices that monitor the vehicle's condition, performance, and operation, track fuel consumption, distance travelled, location and other information ("Connected Car Data"), and may transmit such Connected Car Data to Roadsurfer, third party providers, and/or the manufacturer. Some or all of these communications are turned on all the time, even when other services or other media in the vehicle are turned off. We cannot guarantee that a vehicle without these features will be available at the time of rental. These devices may have been installed by us, on our behalf, or by the manufacturer. If the devices are installed by the manufacturer, the manufacturer will process the Connected Car Data in accordance with its privacy notice. We do not provide the manufacturer with your personally identifiable information ("PII"), unless authorized by you, or is necessary in connection with the provision of services provided through such manufacturer, or is required by law. We may enter into agreements with manufacturers to receive some or all of the Connected Car Data collected by these devices. We may use a third party to process the Connected Car Data on our behalf. We do not provide the third party processor with your PII, unless authorized by you, necessary in connection with the provision of services provided through such third party, or required by law.

We use these devices and the Connected Car Data for the following purposes: (i) to provide certain aspects of our services to you; (ii) to manage your rental; (iii) to enable us to better understand how our vehicles are used; (iv) to optimize our operations; (v) to assist in the handling of any liability or property damage claims; (vi) to provide roadside assistance services; (vii) to assist in the recovery of vehicles which are overdue, lost, or reported stolen; (viii) to respond to requests from law enforcement or regulatory authorities; (ix) as necessary to defend, protect or enforce our rights; (x) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our vehicle is being used in violation of law or otherwise in the commission of a crime; and (xi) to comply with law.

17. Non-assignment Clause

The rental and the Rental Agreement is personal to you. No assignment of claims or rights under the Rental Agreement to third parties is permitted. The same applies to the assertion of other claims in one's own name.

18. Collections

If you do not pay all amounts due to us under the Rental Agreement upon demand, including all charges, fees, expenses, fines, penalties, applicable Sales Taxes and all matters associated with the rental of the vehicle: a) You agree to pay a late charge of 1.5% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, "Charges"). b) You agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and reasonable attorney's fees in addition to any administrative fees, cost of recovery, insufficient funds fees and collection fees (collectively, "Costs"). If the law permits, you authorize us and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our collection agent(s) may access the personal information that you provided to us in any effort to collect any Charges or Costs under this section and may use the address provided by you on the Rental Agreement, or in any customer profile, as the place to send any demands or collection notices. c) In the event that you presented a credit card or debit card for payment,

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you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

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Annex 1: Fee Table

Clause	Fee	Amount USD (rental agreement in USD)	Amount EUR (rental agreement in Euro)
1.	Contractual penalty for disregarding the restrictions of use	550 $	500 EUR
1.	Contractual penalty for interference with TCU/vehicle's electronics	300 $	250 EUR
3.	Booking fee	As agreed at the time of booking	As agreed at the time of booking
3.	Travel Fee	As agreed at the time of booking	As agreed at the time of booking
3.	Administrative fee per process	45 $	
7.	Excess fee per hour	60 $	50 EUR
7.	Excess fee maximum per 24 hours	589 $	500 EUR
8.	Unauthorized return location fee	1500 $	
8.	Missing camping table	139 $	119,95 EUR
8.	Missing child seat 15 months to 12 years	165 $	139,95 EUR
8.	Missing mobile camping toilet	129 $	109 EUR
8.	Missing roof rack	385 $	329 EUR
8.	Missing Bedding Package for 1 person	89 $	75 EUR
8.	Missing Bike rack for 4 bikes (and 2 bikes)	831 $	710,90 EUR
8.	Missing Kitchen Box	269 $	277,65 EUR
8.	Missing additional camping chair (in addition to the two camping chairs in camper)	60 $	51,90 EUR
8.	Missing XL bedding package for 2 people	109 $	95 EUR
8.	Missing Booster Seat	35 $	28,95 EUR
8.	Missing Snow Chains	165 $	140 EUR
8.	Missing Pillow	18 $	15 EUR
8.	Cleaning Fee - Fridge - stove or sink - mattress - seats other substantial cleaning effort (e.g. stains on	89 $	75 EUR

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	other interiors, dirt that takes substantial effort to be removed		
8.	Fuel surcharge depending on fill level of the fuel tank at the time of return	0 % to 25 % existing tank filling: 235 $ 25 % to 50 % existing tank filling: 184 $ 50 % to 75 % existing tank filling: 129 $ 75 % to 99 % existing tank filling: 74,99 $	0 % to 25 % existing tank filling: 199 EUR 25 % to 50 % existing tank filling: 154 EUR 50 % to 75 % existing tank filling: 109,00 EUR 75 % to 99 % existing tank filling: 64,00 EUR
8.	Stationary or mobile toilet not emptied	350 $	
8.	Fresh water or waste water not emptied	89 $	75 EUR
9.	Penalty Fee: Dog Hair in no Dog car	175,50 $	150 EUR
9.	Penalty Fee: Smoked in Car	290 $	250 EUR
11.	Damage fee per damage	55 $	49 EUR
11.	Regular excess fee per booking	4000 $	4000 EUR
11.	Handling fee per damage	55 $	49 EUR
11.	Lost registration flat rate handling fee	220 $	200 EUR
11.	Lost key flat rate handling fee	1090 $	1000 EUR
12.	Contractual fee for defective or missing damage report	1090 $	1000 EUR
13.	**Basic package:** regular fee per booking	4000 $	4000 EUR
13.	**Plus package**: Regular excess fee per booking	900 $	900 EUR
13.	**Max package**: regular excess fee per booking	300 $	300 EUR
13.	**All-inclusive package:** regular excess fee per booking	0 $	0 EUR