

# General Conditions Motorhome Fado Family Luxury

For travel from 01/04/2024

To 31/03/2025

## OPENING HOURS, DAYS AND RENTAL CONDITIONS

(closed on Sundays)

### Departures

Almancil (Algarve): Monday to Saturday, 3:00 pm to 5:00 pm

Coimbra, Lisbon, Porto: Monday to Saturday, 3:00 pm to 6:00 pm

### Returns

Almancil (Algarve), Coimbra, Lisbon: Monday to Saturday, 9:00 am to 10:00 am

Porto: Monday to Saturday, 9:30 am to 10:30 am

### Rental center opening hours

Almancil (Algarve): Monday to Saturday, 9:00 am to 1:00 pm and 3:00 pm to 6:00 pm

Coimbra: Monday to Saturday, 9:00 am to 7:00 pm

Lisbon: Monday to Saturday, 9:00 am to 1:00 pm, then 3:00 pm to 7:00 pm

Porto: Monday to Saturday, 9:30 am to 1:00 pm, then 3:00 pm to 7:00 pm

**Minimum rental period**: 5 to 10 nights depending on season

**Age and driving licence**: Minimum age 21 with 2 years' driving experience. Anyone wishing to drive must be present on the day of departure to register on the rental contract.

## DEPOSIT

**By Mastercard or Visa credit card** (debited and returned on return) :

- 2,000 € for Comfort Luxury models
- 1,500 € for all other models

## MORE AND MORE ABOUT FADO MODELS...

**Recent vehicles** (no more than three years old). Motorhomes equipped with **kitchen, refrigerator, gas stove, heating, bathroom (except Urban models)** with washbasin, shower and chemical toilet.

Fleet comprising vehicles from leading European manufacturers such as **Dethleffs, Hymer and Sunlight, on Fiat, Mercedes or Citroën chassis.**

All vehicles come with a **24/7 manufacturer's mobility guarantee and comprehensive insurance.**

## D DAY...

Be sure to check your flight schedule (departure and return times are limited). Allow 1 to 2 hours for administrative formalities and vehicle presentation. Take time to inspect the vehicle (inside and out) and note any damage on the departure document (take photos if possible).

## ...AND THE LAST DAY

Allow 1 hour to complete the return documents and check the vehicle.

You agree to return the vehicle in the condition in which it was received (excluding normal wear and tear): clean, with a full tank of fuel and empty gray water and wastewater tanks. If this is not the case, you may be charged for cleaning and/or emptying the waste tank when you return the vehicle.

## GENERAL TERMS AND CONDITIONS

The rental contract itself, regardless of the manner in which the reservation and payment of the rental were executed, brings together the company that owns the fleet, the "lessor", and the person signing the contract, the "hirer". The exchange of the vehicle by the hirer implies the unreserved acceptance of the following general rental conditions.

**Use of the vehicle**: The hirer agrees to use the vehicle in a prudent and normal manner, to use it only for his personal

needs, and not to sublet it, nor to transport people for a fee. The driver must take the utmost care of the vehicle's water and oil levels. The renter is not allowed to participate in any match, race, rally or other competition of any kind, as well as test-drives or training. The hirer agrees not to use the vehicle for any illegal purposes or purposes other than those specified by the manufacturer, and not to overload the rented vehicle by carrying more passengers than indicated on the vehicle's registration document. The hirer agrees not to attach a trailer or similar vehicle, not to make any modifications to the vehicle.

Your contractual partner is your local rental station, the one that will deliver your vehicle to you. Therefore, when concluding a motorhome rental contract, the following rental terms and conditions (hereinafter referred to as "Rental Alliance GmbH") will become an integral part of the contract between Rental Alliance GmbH's partners and franchisees, i.e. between the local rental station (hereinafter referred to as "Rental Alliance") and you. Please read these rental terms and conditions carefully.

(\*This is a translation. Only the German version of these terms and conditions is legally binding).

### **Scope and object of contract**

These general terms and conditions [AGB] of McRent, its partners and licensees (hereinafter referred to as "the renter") apply exclusively. Any terms and conditions of the hirer which contradict or deviate from the general terms and conditions of the renter shall not be recognized. The renter's general terms and conditions apply even if the hirer hires the vehicle to the renter without reservation, knowing that the hirer's terms and conditions contradict or deviate from these general terms and conditions.

The sole object of the contract with the rental company is the rental of the vehicle. The renter is not liable for any travel services.

In the event of a reservation, a rental contract will be concluded between the lessor and the lessee(s), governed exclusively by Portuguese law. The hirer organizes his or her own travel arrangements and uses the vehicle under his or her own responsibility. The rental contract is limited to the specific period agreed. Any tacit extension of the rental for an indefinite period on the basis of continuous use is hereby excluded.

All agreements between the renter and the hirer must be made in writing.

### **Minimum age, authorised drivers**

The hirer and any other driver must be at least 21 years old.

The hirer and any other driver(s) must have held a class III / class B driving licence or comparable national licence for at least two years. All non-EU residents must hold an international driving license.

To collect the vehicle, the hirer and/or driver(s) must present a valid driving licence and identity card/passport at the time of collection. Any delay in taking possession of the vehicle due to the nonpresentation of the aforementioned documents will be at the hirer's expense. If these documents cannot be presented either at the agreed pick-up time or within a reasonable additional period, the renter is entitled to cancel the contract. The cancellation conditions in this document apply.

The renter or the country's official authorities may require the presentation of an international driving licence (for non-EU nationals).

Please note that some of the rental company's vehicles have a total weight in excess of 3.5 tonnes, and an appropriate driving licence is required to drive these vehicles. Persons in possession of a class B driving licence should consult the rental company regarding the engine size and technically permissible total weight of the rented vehicle.

The vehicle may only be driven by the renter and the drivers named at the time of rental.

### **Rental charges and their calculation, rental period**

The rental rates applicable are those indicated in the rental company's price list in effect at the time the contract is concluded. The minimum rental period for particular travel periods is also specified in the rental company's price list valid at the time the contract is concluded. The prices applicable are those specified in the price list for the season in which the booked rental period falls. A flat-rate service fee is charged for each rental. The amount of these charges can also be found in the rental company's price list in force at the time the contract is concluded.

Rental charges for optional accessories are shown in the rental company's price list valid at the time of contract conclusion.

The minimum rental period is five days in all seasons, except in high season when it is ten days.

The corresponding rental charges include unlimited mileage as a general rule; special offers may have limited mileage, additional kilometers will be charged according to the current price list;

Bike racks are not suitable for electric bikes.

The rental period begins when the renter takes possession of the vehicle at the rental station and ends when the rental station employee picks it up.

If the vehicle is returned after the time agreed in writing, the rental company will charge a fee according to the price list actually in effect (up to a maximum equal to the applicable daily price for each day of delay). Any costs incurred by a subsequent hirer or by any other person making claims against the rental company on the grounds that a vehicle was supplied late must be borne by the hirer.

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

The vehicle will be supplied with a full tank and must be returned in the same condition. Otherwise, the rental company will charge for fuel in accordance with the current price list. Fuel and operating costs during the rental period must be

borne by the hirer.

If the vehicle is returned to a rental station other than the one where it was received, a separate agreement must be made with the rental company and a respective amount to be agreed upon prior to vehicle delivery must be paid.

### **Reservations and changes to reservations**

Reservations are only effective once they have been confirmed by the rental company, as described below, and then only for vehicle groups, not for vehicle types. This applies even if a specific vehicle type is mentioned as an example in the vehicle group description. The rental company reserves the right to upgrade the hirer to an equivalent or superior vehicle.

To confirm the booking, a deposit of 30% of the rental amount, with a minimum of 300 €, must be paid. Once payment has been received, a booking confirmation will be sent to the hirer. Only then does the booking become effective for both parties. If the hirer misses the deadline, the rental company is no longer bound by the reservation.

In the event of cancellation of the firm booking by the hirer, the following cancellation charges are payable, calculated on the basis of the first confirmed booking\* :

#### **Cancellation fees:**

Cancellation notified more than 55 days before departure: 300 €

Cancellation notified 54 to 20 days prior to departure: 50% of invoice amount, with a minimum of €300

Cancellation notified between 20 days and 5 days before departure: 80% of invoice amount

Cancellation notified less than 5 days before departure: 95% of invoice amount

\*It is the responsibility of the hirer to prove that no damage or lesser damage has occurred.

All cancellations must be notified by e-mail with acknowledgement of receipt.

Changes may be made to a booking confirmed to the hirer from the date of booking until at least sixty days before the start of the agreed rental period, provided that the renter has an alternative available and that the amount of the alternative booking corresponds to that of the original booking. A new reservation is only possible within the same calendar year and in the same resort. A change of resort is not possible in the case of a change of reservation.

Subsequent changes are not permitted. If the booked travel period is shortened, cancellation conditions apply to the cancelled nights. Each rental change will be invoiced according to the current price list. Once the contract has been concluded, the hirer is not entitled to make any changes to the start of the rental period.

If the renter is unable to provide the rental vehicle of the reserved vehicle group on the scheduled pick-up date, he reserves the right to:

a) provide a vehicle of equal or higher category. If the renter provides a vehicle of equal or higher category, the hirer does not have the right to cancel the rental contract.

b) If a vehicle of the same or higher category cannot be provided, the renter has the right to replace the hirer in a vehicle of a lower category. The renter will reimburse the hirer for the difference in price compared with the rental price already paid by the hirer in advance. If the renter provides a vehicle of a lower category, the hirer is not entitled to cancel the rental contract.

c) If the rental company is unable to provide a replacement vehicle, the rental company is entitled to offer a rental at another rental station. In this case, the daily rates applicable to the rental vehicle at the new rental station will apply. Any additional costs will be borne by the hirer.

d) If the renter is unable to provide a replacement vehicle and the hirer does not accept the rental offer from another rental station, the renter reserves the right to cancel the reservation free of charge. The rental company will reimburse the hirer for any payments already made.

This provision applies in particular in the event of late delivery or non-delivery of the rental vehicle, as well as in the event of destruction of the vehicle due to force majeure, weather conditions, explosion, fire, theft, burglary, modification of legal provisions or other regulations.

### **Terms of payment, security deposit**

The agreed rental charge, calculated on the basis of the booking details, must be received at least 45 days before the start of the rental period.

The security deposit of €1,500 (all vehicle categories except Comfort Luxury) or €2,000 (Comfort Luxury category) must be received at the latest at the time of vehicle collection (by MasterCard, Visa). The credit card holder must be the driver or one of the drivers listed on the rental contract. Payment of the deposit by prepaid credit card or cash is not possible.

In the case of short-term bookings (less than 40 days before the start of the rental period), the full rental amount is due immediately.

The renter will refund the security deposit upon return of the vehicle and settlement of the final rental account, after the vehicle has been inspected by an authorized representative of the renter who, in the event of defects due to misuse, shall determine the amount to be paid by the hirer. This amount will be deducted from the security deposit, with the hirer agreeing to pay any difference if the extent of the defects exceeds the amount of the security deposit. If an immediate assessment of the damage is not possible, the renter has 30 days in which to draw up the final account and refund the security deposit, if applicable, or claim any differences between the latter and the actual expenses incurred to repair the defects.

In the event of an accident, the [Kasko] vehicle insurance excess will also be deducted from the security deposit. The hirer expressly agrees to pay the following amounts to the renter:

- a. Costs incurred in returning the vehicle to another location or city without the prior consent of the renter;
- b. All kinds of fines, court costs, extrajudicial costs charged to the vehicle, the hirer or the renter during the term of the current rental agreement for traffic violations or other offences, unless they result from the renter's fault;
- c. In the event of detention or seizure of the vehicle through the fault of the hirer, all respective costs will be borne by the hirer, including costs for the lessor's loss of profit from the detained or seized vehicle during the period the vehicle is immobilized;
- d. Costs incurred by the renter (including lawyers' and advisors' fees) in connection with the claim for amounts due by the hirer on the basis of the existing contract;
- e. The vehicle is covered by vehicle insurance [Kasko] with deductible (excluding personal valuables of the hirer and accompanying persons). In the event of an accident or theft, the hirer must pay €1,500 or €2,000 (for the Comfort Luxury category) per case of loss.

If the hirer defaults on payment, interest on arrears will be charged in accordance with the statutory provisions.

### **Collection and return**

Before taking the wheel, the hirer is required to take part in a detailed presentation of the vehicle by the rental company's experts at the collection center. On this occasion, a detailed delivery report (Pick Up) describing the condition of the vehicle is drawn up and signed by both parties. The renter has the right to refuse to hand over the vehicle until this presentation has taken place.

On return of the vehicle, the hirer is obliged to carry out a final examination of the vehicle with the staff of the rental station, and a written return report (Drop Off) must be drawn up and signed by the renter and the hirer. Any damage not specified in the drop-off report that is detected when the vehicle is returned is at the hirer's expense.

Vehicles can be collected at the times indicated by the rental center. The pick-up and drop-off times specified in the rental contract are binding. Saturday pick-ups and drop-offs are possible, subject to prior agreement with the rental company and an additional flat-rate fee. Pick-up and return days are invoiced together as a single day, provided that a total of 24 hours is not exceeded or is exceeded only through the fault of the renter.

In the event of an unauthorized delay in return, a contractual penalty equal to three times the price agreed in the contract must be paid. If return on the agreed date is not possible due to force majeure, the reason must be communicated immediately to the renter in order to obtain the latter's agreement, failing which the delay will be considered unapproved.

If the hirer wishes to extend the rental contract, he/she must inform the renter at least three days before the contract expires. Confirmation of the extension will then depend on the renter's current availability, so that the renter does not enter into any obligations in advance.

Any change to the rental period is subject to the rental company's approval. Failure to comply with these terms and conditions entitles the renter to repossess the vehicle or to claim reimbursement through the courts. The renter reserves the right to return the vehicle at any time during the term of the contract if its use contravenes the contractual provisions set out herein.

If, upon return of the vehicle at the end of the rental period, the hirer, for reasons attributable to him, is not present, in the case of return leaving the keys in a box or due to unavailability, and damage is detected on the vehicle, he must accept the assessment of the damage on the basis of the inspection carried out by the renter's personnel.

The vehicle must be returned with a clean interior and emptied service water and WC containers. Failure to do so will result in additional cleaning charges based on the respective rates.

If the drinking water tank is filled with diesel or any other fuel, or if the diesel tank is filled with water or any other fuel, a contractual penalty of €1,000 will be applied.

### **Prohibited use, duty of care**

The hirer confirms that he/she has received the vehicle in perfect technical condition and equipped with the required documentation, tools, tires and accessories, and undertakes to maintain it in good condition. In addition, he/she undertakes to comply at all times with the obligations and restrictions laid down in the Highway Code in force, and in particular:

- a. not to allow the vehicle to be driven by anyone other than himself or herself, or by persons not expressly authorized to drive the vehicle;
  - b. not carry more people than specified in the vehicle documents;
  - c. not to sublet the vehicle, not to transport people for commercial purposes, and to refrain from any type of use that does not comply with current legislation.
- refrain from any type of use not provided for in the contract;
- d. not to transport goods, narcotics, toxic or flammable products;
  - e. not to leave it for the use of a third party, whether in return for payment or free of charge, and not to support delinquents in any way whatsoever;
  - f. not to commit punishable acts, even if they are only punishable at the scene of the offence;
  - g. not to drive the vehicle in a physically limited condition due to alcohol or drug consumption, fatigue or exhaustion.
  - h. not to leave the road network, drive on unsuitable terrain or take part with the vehicle in sporting competitions, vehicle tests, races or other events likely to damage the vehicle;
  - i. do not use the vehicle for jump starts or to tow other vehicles or trailers;



- j. not to unseal and/or tamper with the odometer; the lessor must be informed immediately of any damage to the odometer;
- k. not to leave the territory of the following countries without the authorization of the lessor: Andorra, Austria, Belgium, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Slovak Republic, Slovenia, Spain, Finland, France, United Kingdom, Greece, Netherlands, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Sweden and Switzerland;
- l. not to travel to countries in a state of war or armed conflict - travel to such countries is expressly forbidden - ;
- m. to park and store the vehicle correctly and to protect it from damage caused by frost, hail, falling rocks or other atmospheric events likely to damage the vehicle.
- n. the hirer is expressly forbidden to modify the vehicle's technical specifications, keys, locks, equipment, tools and/or accessories, or to alter its exterior or interior appearance in any way whatsoever, except with the express written consent of the lessor. In the event of a breach of this paragraph, the hirer shall bear all costs incurred in restoring the vehicle to its original condition, as well as any periods of immobilization of the vehicle until it is fully restored.

The vehicle must be treated with care and in an appropriate manner, and must be properly locked. The regulations and technical rules applicable to its use must be observed. Its operating condition, including oil and water levels and tire pressure, must be checked. The hirer undertakes to check the vehicle regularly to ensure that it is roadworthy.

All vehicles are non-smoking. Pets may only be transported with the express approval of the renter. Cleaning costs arising from non-compliance with these rules are the responsibility of the hirer. All costs of ventilation or elimination of smoke contamination, including loss of earnings resulting from the temporary unavailability of the rental vehicle due to these circumstances, are also payable by the hirer.

If evidence of violation of the provisions of the above paragraphs can be provided, the renter may terminate the rental agreement without notice.

### **What to do in the event of an accident**

After an accident, theft or damage caused by fire or collision with a wild animal, the police must be informed immediately, as must the rental station (for the telephone number shown on the rental contract), at the latest immediately after the working day following the day of the accident/incident. Third-party claims cannot be accepted as valid.

With the exception of a "declaration of amicable settlement", there must be no admission of fault or anticipation of fault. The hirer must record the details of the other party involved in the accident and any witnesses, and send them to the renter within the specified time, together with information on how the accident occurred. He must also immediately inform the authorities if the accident was caused by the fault of the other party involved in the accident. The accident report must be duly completed and signed, and returned to the renter no later than when the vehicle is returned. In particular, the document must include the names and addresses of the persons involved, the data appearing on the driving license, information on the other party involved in the accident, including the name of the insurance company and the policy number, information on witnesses, if any, as well as the registration numbers of the vehicles involved.

In the event of vehicle theft, notice must be given immediately to the competent authority and the rental company must be informed simultaneously. Within 24 hours at the latest, the renter must receive a copy of the notice as well as the vehicle keys. Failure to do so will invalidate insurance contracts and cover amounts.

Even in the case of damage without an opposing party, the hirer must prepare a detailed written report and sketch for the renter, regardless of the amount of damage. If the hirer, for any reason whatsoever, fails to draw up the report and thus causes the insurance company not to pay compensation for the damage, he/she will be liable to pay the full corresponding amount.

The vehicle must not be left without appropriate securing and protection. For this purpose, the road safety organization designated by the insurance company must be contacted, if necessary.

If the hirer fails to take appropriate action in a given case, the renter may claim compensation from him/her for damage caused by his/her negligence, including compensation for the renter's loss of earnings during the period the vehicle is immobilized.

### **Vehicle defects**

Any claim for compensation by the hirer on the basis of defects for which the renter is not responsible is hereby excluded.

Any defects in the vehicle or its fittings/equipment discovered after the start of the rental period must be reported to the renter in writing by the hirer when returning the vehicle. Claims for damages based on defects notified subsequently are excluded, unless the claim is based on a defect that is not patented.

### **Repairs, replacement vehicle**

Normal wear and tear is the responsibility of the rental company. If, due to the length of the journey or the state of the road, it appears desirable to entrust maintenance work to an approved repair company.

If any of the vehicle's warning lights come on, the vehicle must be stopped as soon as possible and the renter or exclusively the road safety organization designated by the renter must be informed; an approved repair company may be consulted exclusively, unless another express authorization has been obtained from the renter.

The hirer may request any repairs necessary to keep the vehicle in good working order and roadworthy during the

rental period, provided they do not exceed a cost of €150. All that is required is the agreement of the renter. The renter will pay the repair costs on presentation of the original invoices and the replaced parts, provided that the hirer is not responsible for the damage in accordance with the article "Hirer's liability, insurance" below. This provision does not apply to tire damage.

If a defect for which the renter is responsible makes this repair necessary, and if the hirer does not have the defect repaired on his own initiative, the hirer must notify the renter of the defect immediately and set a reasonable deadline for its repair. The renter is not responsible for country-specific circumstances (e.g. infrastructure) which may delay repair.

In the event of damage to any part of the living space, the hirer must report it immediately to the renter, who will give the necessary instructions for repair.

If, through no fault of the hirer, the vehicle is seriously damaged, or if it is foreseeable that the vehicle cannot be used for an excessively long period or will have to be taken off the road, and the renter can provide the hirer with a replacement vehicle with the same or a higher seating capacity within a reasonable period of time, cancellation of the contract is excluded. If, in this case, the renter offers a vehicle of a lower price class and the hirer accepts this, the renter will reimburse the hirer the difference between this price and the price already paid in advance by the hirer. If no replacement vehicle can be provided, the renter may cancel the contract.

If, through the fault of the hirer, the vehicle suffers serious damage, or if it is foreseeable that the vehicle cannot be used any longer or will have to be taken off the road, the renter may refuse to provide a replacement vehicle. In this case, the hirer is not entitled to cancel the contract. If the renter is able to provide the hirer with a replacement vehicle, he may charge the resulting costs to the hirer's account.

### **Hirer's liability, insurance**

In accordance with the principles of comprehensive motor insurance, the renter will indemnify the hirer against liability subject to an excess of €1,500 or €2,000 payable by the hirer in the event of damage covered by full comprehensive motor insurance.

Under no circumstances is the hirer exempt from civil, administrative or criminal liability as a result of an accident or negligence.

The exemption from liability described above does not apply if the hirer causes damage deliberately or through gross negligence.

In the event of negligence, the hirer is also liable in the following cases:

- if the hirer fails to comply with traffic rules or regulations applicable in the country when driving
- if the damage was caused by impairment of driving ability due to drugs or alcohol
- if the hirer or a driver to whom the hirer has provided the vehicle leaves the scene of an accident without justification
- if the hirer fails to call the police about an accident, contrary to the obligation imposed, unless this failure to comply with the obligation affects neither the determination of the cause of the loss nor its amount
- if the hirer fails to comply with any other obligation imposed, unless such failure affects neither the determination of the cause of the loss/damage nor its amount
- if the loss/damage is due to the breach of an obligation imposed by the "Prohibited use, duty of care" section.
- if the loss/damage is caused by an unauthorised driver to whom the hirer has supplied the vehicle
- if the loss/damage is due to a failure to take into account the dimensions of the vehicle
- if the loss/damage is due to non-compliance with vehicle loading rules
- if the loss/damage is due to the use of incorrect fuel (improper refuelling), if the water, Adblue or oil is not topped up, and if the vehicle's warning indicators have been ignored. The same applies to damage to the interior of the vehicle and malfunctioning of, for example, the awning, water, Adblue and fuel tanks.

The hirer is responsible for all costs, charges, fines and penalties imposed on the lessor in connection with the use of the vehicle, unless they are due to the renter's fault.

Personal property damaged or lost as a result of accident or theft is not insured.

Several hirers are jointly and severally liable.

### **Hirer's liability, expiry by limitation**

The hirer must return the vehicle in perfect condition after the respective inspection and the performance of the maintenance work required for its perfect operation. The hirer is not liable for any technical failure or breakdown attributable to normal wear and tear of the vehicle, nor for any costs, delays or damage arising directly or indirectly as a result of such failure or breakdown.

If the timely provision of the vehicle is not possible due to force majeure, accidental events or reasons for which the hirer is not responsible, this shall not entitle the hirer to damages, with the exception of reimbursement to the hirer of the amount paid as a reservation deposit by the Rental Firm.

The renter assumes no liability for the hirer's car parked free of charge on its premises during the rental period.

The renter is liable without limitation in the event of intent or gross negligence. In the case of simple negligence, the renter is liable only for foreseeable damage typical of the type of contract concerned, if there is a breach of an

obligation the observance of which is of particular importance for the achievement of the purpose of the contract (cardinal obligation). This standard of liability also applies in the event of obstacles to performance at the time of conclusion of the contract.

The general terms and conditions [AGB] apply and are available at the rental station at the start of the rental period.

#### **GPS tracking system**

Vehicles can be fitted with GPS tracking systems.

#### **Dispute**

The provider reserves the right to change the vehicle for another appropriate to the number of occupants. This does not constitute a breach of contract and does not authorise the hirer to claim any compensation. The photos are not contractual and the choice of vehicles is made by category and not by model.

The present general conditions are subject to French law. Any dispute arising from the execution, interpretation or application of the travel contract shall be brought before the competent court in the place of the registered office of the company CampingCar online.

Updated 25/10/2023