



VEHICLE RENTAL AGREEMENT

Concluded on in **38612 El Médano, Santa Cruz de Tenerife, España**
between: **CAMPERTOUR-TENERIFE** with headquarters in **38612 El Médano, España** on whose
behalf acts: **Erwin Ryszka**, tel: **(+48) 535 44 77 19**, e-mail: **erwintour@gmail.com**

hereinafter referred to as the **LESSOR**

and

..... tel: e-mail:

res. ID/PASSPORT/TIN

hereinafter referred to as the **TENANT**

SUBJECT OF THE AGREEMENT

§1.

1. The subject of this agreement is the provision of the LESSEE with the use of a special camping vehicle with registration number **FZ 4551P** hereinafter referred to as the **VEHICLE**, together with additional equipment specified in the handover protocol, for a specified period of time in return for remuneration.
2. The vehicle is handed over and collected based on the handover protocol, which is **Attachment no. 1** to this agreement. In the handover protocol, the parties specify its actual condition after inspecting the vehicle. The handover protocol is the basis for comparing the condition of the vehicle at the time of its return to the condition of the vehicle at the time of its delivery.
3. GENERAL INSURANCE CONDITIONS constitute **Attachment no. 3** to this rental agreement (they can be found in the CAMPAIGN documentation), and the procedures set out therein in the event of damage are binding on the RENTER.
4. The duration of the lease is specified in § 3 of the agreement. The remuneration payable to the Lessor is specified in § 4 of the agreement.

DECLARATION OF THE PARTIES TO THE CONTRACT

§2.

1. The LESSOR declares that he is the owner of the vehicle that is the subject of this agreement. The vehicle has: a current OC, AC, Assistance policy, hereinafter referred to as the General Insurance Conditions GTC and has valid technical inspections and is approved for road use.
2. The LESSEE declares that he has been instructed on how to use the vehicle and confirms it in **Attachment no. 2**.
3. The LESSEE declares that the drivers have the required authorizations to drive the vehicle with the seniority specified in the General Insurance Conditions. To sign the agreement, two documents from the Lessee are required, confirming the identity and authorization to drive the vehicle. In the case of legal persons, an extract from the National Court Register and an authorization to represent the business entity.

DURATION OF CONTRACT

§3.

1. The Lessor undertakes, under this Agreement, to provide the Lessee with the vehicle specified in point 1.1 for a specified period of time:

from the day from the hour

to the day to the hour

i.e. for days

2. The duration of the agreement may be extended only with the express consent of the LESSOR. The consent of the lessor may also be expressed by phone **confirmed** by text message .
3. After the expiry of the contract period, the LESSEE is obliged to immediately return the vehicle to the LESSOR. In the event of failure to return the vehicle, despite the expiry of the contract period, the LESSEE is obliged to pay compensation, as specified in § 4. item 8 of the contract.

REMUNERATION AND OTHER CHARGES

§4.

1. The LESSEE makes a preliminary reservation electronically or by phone (see the rental procedure on the LESSOR'S website <https://www.campertour-tenerife.pl>).
2. The remuneration due to the Lessor under this agreement, taking into account its duration referred to in § 3 item 1 of the agreement + additional options amounts to the total
..... EUR.
3. The LESSEE pays the LESSOR an amount of EUR 300 as a deposit to secure the LESSOR's claims and receivables resulting from non-performance or improper performance of the agreement.
4. The remuneration is payable by the LESSEE as follows:

a/ advance payment of 30% of the rental value (excluding deposit), within 3 days of the reservation date. The date of payment is the date the funds are credited to the Lessor's account.

The advance payment is equivalent to concluding a vehicle rental agreement.

b/ 14 days before the vehicle handover date, the RENTER pays 100% of the rental fee (excluding the refundable deposit paid on the day of handover of the VEHICLE): to the account

Erwin Ryszka

SANTANDER BANK: 04 1090 2284 0000 0001 2300 0444

IBAN: PL 04 1090 2284 0000 0001 2300 0444

BIC/SWIFT: WBKPPLPP

with the note camper rental from to

5. If the funds are not credited to the account indicated in § 4 point 4.b, the parties agree that the Lessee has resigned from renting the vehicle and the advance payment is non-refundable.
6. The deposit is refundable to the LESSEE in the nominal amount after 7 days from the moment of returning the vehicle to the LESSEE'S account, unless there are circumstances justifying the retention of the deposit in whole or in part.
7. If the amount of the deposit is not sufficient to cover the traffic or non-traffic damage, the LESSEE is obliged to pay the difference in accordance with the principles of liability specified in § 7 of the agreement.
8. In the event of returning the vehicle to the LESSOR after the deadline specified in § 3 of the agreement, the LESSEE is obliged to pay the LESSOR compensation in the amount of EUR 50 for each commenced hour of delay. In the event of a delay exceeding three hours, the compensation is twice the daily rental price of the vehicle.
9. If the LESSEE does not return the vehicle within 6 hours after the time specified in the rental agreement and does not contact the LESSOR, the LESSOR will inform the law enforcement authorities of the suspected theft, which will result in the total loss of the deposit and further possible financial or legal consequences.

TENANT'S OBLIGATIONS

§5.

1. The LESSEE is obliged to use the vehicle in accordance with its intended purpose, in compliance with the principles of its proper use, following the user's manual and the procedures in the event of damage provided for in the General Terms and Conditions.
2. The LESSEE is obligated to return the vehicle on time and pay the remuneration in accordance with the agreement.
3. The LESSEE undertakes to strictly comply with the smoking ban in the entire vehicle and the ban on transporting animals in the vehicle.

4. The RENTER is not allowed to make any changes or modifications to the vehicle.
5. The vehicle should be returned in an undamaged, clean condition. In the event of returning an uncleaned vehicle, the LESSOR will charge the LESSEE for cleaning costs according to the price list applicable at the LESSOR.
6. The vehicle must be returned to the Lessor with a full tank of fuel. In the event of failure to meet this condition, the LESSOR will charge the LESSEE for the cost of refueling.
7. The LESSEE'S obligations in the event of damage to the vehicle, an accident or road collision, or causing damage to third parties in connection with the movement of the vehicle are specified in detail in § 6 of the agreement.
8. **The lessee is obliged to have the vehicle documents with a complete set of keys with them throughout the duration of the agreement and should adhere to the principle of reliability in securing them against theft or loss .**
9. The Tenant is responsible for all fees and fines, etc., e.g. for illegal parking, that the Landlord receives after the deposit return deadline.

LESSEE'S OBLIGATIONS IN THE EVENT OF A DAMAGE INCIDENT IN CONNECTION WITH THE MOVEMENT OF THE VEHICLE

§6.

1. If the vehicle has been damaged as a result of a road collision, road accident or other incident, the LESSEE is obliged to immediately notify the LESSOR of this fact and then proceed in accordance with the conditions set out in the GTC and the LESSOR'S instructions.
2. In the event of vehicles being involved in a road collision or road accident, the RENTER is obliged to immediately notify the Police at the scene of the incident.
3. In the event that the vehicle is involved in a road collision or accident, or any other event causing damage, the LESSEE is obliged to secure the vehicle in a manner that prevents the extent of the damage from increasing.
4. The LESSEE is not allowed to make any repairs to the vehicle without the express prior consent of the LESSOR. If the repair is possible at a nearby repair shop, the repair price must be confirmed with the LESSOR.
5. If the damage to the vehicle does not affect driving safety and does not result in further deterioration of the technical condition of the vehicle, the LESSEE, with the consent of the LESSOR, may continue driving.

LIABILITY FOR DAMAGES

§7.

1. The LESSEE shall be liable for damage to the vehicle if, as a result of the LESSEE's culpable violation of the provisions of the General Terms and Conditions, the Insurance Company refuses to pay compensation.
2. The LESSEE's liability for damages applies to damages incurred during the term of the rental agreement, even if they are discovered after the return of the vehicle. In particular, this applies to the situation of deliberate concealment of damage by the LESSEE.
3. The LESSEE is responsible for his own actions or omissions and for the actions or omissions of persons with the assistance of whom he performs the lease agreement.
4. The LESSEE is fully liable for any damage caused to third parties in connection with the movement of the vehicle, unless the applicable regulations exclude the LESSEE'S liability.
5. The LESSEE is fully liable for any damage caused as a result of driving the vehicle under the influence of alcohol, drugs or other intoxicating substances.
6. The LESSEE is fully liable for any damage caused by him/her as a result of driving the vehicle in violation of the road traffic regulations in force at the place of the event causing the damage.
7. The LESSEE is liable for all fees, vignettes, motorway tolls, fines, additional fees for parking in a prohibited place or exceeding the purchased parking time, etc., which were charged during his/her use of the vehicle, unless they are a result of circumstances for which the LESSOR is responsible.

WITHDRAWAL FROM THE CONTRACT

§8.

1. The LESSOR reserves the right to withdraw from the agreement at any time if the reserved vehicle has previously suffered an accident or other damage or if there are other important circumstances and it is not possible for the LESSEE to safely use the vehicle. In such a case, the LESSOR returns the advance payment, the basic fee and the deposit paid by the LESSEE immediately, but the LESSEE is not entitled to any additional compensation for this.
2. Withdrawal from the Lease Agreement must be delivered to the LESSOR in writing. The date of withdrawal is the date the document is received by the LESSOR.
3. If the LESSEE withdraws from the lease agreement within a period shorter than 30 days from the start of the lease, the lease costs will be refunded, reduced by 25% of its value.

PERSONAL DATA PROCESSING

§9.

1. **CAMPERTOUR-TENERIFE**, as the controller of personal data collected in connection with the conclusion and implementation of the rental agreement, informs that the collected personal data in accordance with **Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, the so-called GDPR**, will be processed for the purposes of:

- a/ related to the rental activity conducted by CAMPERTOUR-TENERIFE, i.e. concluding a rental agreement and, in the event of withdrawal from the rental agreement – for archival purposes,
 - b/ financial and accounting,
2. The LESSEE consents to the disclosure of his/her personal data to any known European authorities in order to settle any fines or parking fees that he/she is obliged to pay in accordance with the Rental Agreement.
 3. Every person has the right to access and correct their data.
 4. Providing personal data is voluntary, but necessary to conclude the lease agreement.

FINAL PROVISIONS

§10.

1. The RENTER is not entitled to sublet the vehicle to other persons.
2. All important information during the rental period is provided via **text message** to the telephone number provided in the rental agreement.
3. In matters not regulated in the agreement, the provisions of the Civil Code shall apply.
4. Any disputes arising in connection with the performance of the lease agreement will be resolved by the court having jurisdiction over the LESSOR.
5. The Agreement was drawn up in two identical copies, one for each party.

Before signing, the contract was read and its terms accepted by both parties.

.....
(legible signature of the Lessor)

.....
(legible signature of the Tenant)

Attachment no. 1 – Handover and acceptance protocol

Attachment no. 2 – Declaration of completion of instructional training

Attachment no. 3 – General Insurance Conditions