

Terms and Conditions

Definitions

'I', 'me' and 'my' refers jointly and severally to the person or persons who are the customers. 'This Agreement' means the Rental Agreement, the Insurance Motor Rental Agreement and these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and any other literature issued by the supplier, the provisions of these Terms and Conditions apply

'Supplier' means the rental company based in Antalya, Turkey

'Customer' means the person or persons nominated as the hirer under the heading

'Hirers Name / Contact' on the Rental Agreement, any person whose credit or debit card is presented in payment of the customer's charges, or any person who deems themselves to be the legal entity and ultimately responsible for the motorhome. Should the legal entity be different from the driver, then full name, address and contact phone numbers must be supplied.

'Rental Period'

Means the hire period as stated on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control.

'Vehicle'

Means the vehicle as stated on the Rental Agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the Vehicle and any replacement or substitute Vehicle which may be provided at the discretion of the supplier.

'Living Equipment'

Includes but is not limited to, TV, aerial and DVD player, Microwave, CD player, crockery, cutlery, cooking utensils.

'Security Deposit'

Means the amount held as security by the supplier in relation to this hire. The supplier will refund the security deposit within 7 working days of the date the motorhome is returned back to the supplier. Should any damages exceed the security deposit the customer will be responsible to settle all additional costs over and above the security deposit value.

1. Depot

Antalya, Turkey

2. Depot hours

• Monday to Sunday: 09h00 - 16h00

3. Hire rates quoted include:

- VAT (18%)

- Unlimited miles

- Vehicle insurance*

- Standard equipment & breakdown**

* The Vehicle is insured for damage to the Vehicle and the property of a third party; but does not include any personal insurance for the customer (including death or bodily injury to the driver) or cover any personal possessions. The hire rate quoted includes a standard excess of EUR1000.00 In the event of any damage to the vehicle, the hirer will be liable for the first EUR1000.00.

The hirer will also be fully liable for all overhead damage, any damaged deemed as gross negligence and replacement or repair of windows and windscreens or tyre damage.

Only persons named on the Rental Agreement are insured to drive the vehicle.

**The supplier will supply full breakdown cover to cover any mechanical faults to the base chassis of the motorhome. Any call out charges necessitated by the client through operator error, e.g. a flat vehicle battery, wrong or insufficient fuel, keys locked in Motorhome etc will be the responsibility of the client.

All vehicles (Comfort and Comfort Plus Models) come fully equipped with: Unlimited Highway Pass (valid all over Turkey), Pillows & Duvets, Sheets, Paper Towels, Cooking Utensils, Pots/Pans/Frypan, Plates & Bowls, Cups, Electric Kettle, Cutlery, Tin Opener, Corkscrew, Food Containers, Chopping Board, Dustpan & Broom, Fire Extinguisher, Fresh Water Hose, First Aid Kit, 20m electric cable, Toilet Chemical, 2 LPG Bottle.

4. Minimum Hire

This ranges from 3 to 7 days depending on the season. The supplier reserves the right to increase the minimum hire period for certain events.

5. One ways: Prices and availability available upon request.

Availability is not guaranteed, and is only on a request and confirm basis at the time of booking.

6. Payment

Availability is on a request and confirm basis at the time of reservation. A reservation is only binding after it has been confirmed by the supplier and a deposit payment of EUR 200.00 has been received. Our terms and conditions including cancellation policy apply from this point onwards. Once the reservation is confirmed, a confirmation email will be sent out to the client. Settlement of the remaining balance will be due 30 days prior to departure. The supplier reserves the right to cancel the booking if payment is not received 30 days prior to departure. Payment is by credit card (Visa or MasterCard only), debit cards, bank transfers, cash or paypal in

Euro or Turkish Lira.

For late bookings (less than 30 days before departure) the full rental price is payable on booking. Vehicles will not be released without full payment being completed.

7. Cancellation charges

• More than 30 days before: Booking Deposit

• 29 days - 14 days: 50% of total hire charge

• 13 days - No Show: 100% of total hire charge

The supplier cannot postpone or transfer money from one hire to another. The supplier reserves the right to amend our cancellation policy for certain events.

8. Extras

• GPS navigation EUR50.00 (per rental)

• Camp table/chairs EUR40.00 (per rental)

• BBQ EUR10.00 (per rental)

• Beach umbrella EUR10.00 (per rental)

• WIFI usage (only for some models if available)

2GB FREE Wi-Fi for Comfort Plus Vehicle for 7 - 14 days hire

3GB FREE Wi-Fi for Comfort Plus Vehicle for 15 - 21 days hire

4GB FREE Wi-Fi for Comfort Plus Vehicle for 22+ days hire

FREE Wi-Fi usage cost is included in the daily rental cost. Modem deposit is EUR 200. Extra usage cost is EUR 5 per 100mb.

9. Motorhome Collection & Return

• **Collection:** Please allow 1 hour for the hand-over at the depot - to complete the documentation and demonstrate your vehicle to you. All drivers need to be present on collection of the motorhome and bring their full valid licence and passport and credit or debit card for security deposit. Please see section 23, Drivers for further details.

• **Return:** The vehicle must be returned on the correct date, and before the time stated on the rental agreement - please allow 1 hour for the hand-over at the depot. Vehicles must be returned undamaged, with a full tank of diesel and gas, empty waste water and toilet cassette and the interior clean and in the same condition as they left the depot, otherwise a charge will be made for additional Valeting and or Upholstery cleaning. In addition a separate toilet cleaning fee will apply if the toilet waste tank is not empty on return. Please note: there are no toilet emptying facilities at the supplier's depot so this must be emptied prior to return.

• **Late return:** If you will be late returning, the supplier must be advised immediately. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of EUR 50.00 per hour will be payable for all late returns.

10. Motorhome Systems

The supplier Camper will carry out a full Pre Checkout Inspection (PCI) on every motorhome before the commencement of hire. The PCI involves testing every system on board the motorhome to ensure they are operating correctly. In conjunction with this the hirer will be taken on a tour of the motorhome and shown how each system works. Should an onboard system fail during your hire, the supplier will make every effort to remedy the fault whilst you are away but in some circumstances this may not be possible and the supplier cannot be held responsible and will not refund any monies should a loss of service be encountered nor have any obligation to provide a replacement vehicle. In the case of winter hire, the supplier will not be and cannot be held responsible in the event of any damage or inconveniences caused by freezing conditions. This is the responsibility of the hirer.

11. Vehicle acceptance

a) I acknowledge having received the Vehicle in a clean condition and in sound working order in accordance with the Motorhome Handover Checklist and with a full Diesel tank, full LPG gas bottle.

b) I acknowledge that the supplier will not refund to me any monies if the Vehicle is returned or I cease to have use of the Vehicle or an item of equipment on the vehicle prior to the return date for any reason e.g. Accident, weather, theft or damage.

12. Change of Vehicle

The supplier reserves the right, at its absolute discretion, to substitute a comparable or superior Vehicle for the Vehicle ordered.

In that event, I shall not be liable for any increased rental or other charges save for any addition running costs pertaining to the substitute vehicle. Such substitution shall not entitle me to any refund and does not constitute a breach of this Agreement.

13. Rental and Other Charges

I will pay the supplier;

a) All rental charges

b) The security deposit.

c) The nominated valeting fee or upholstery cleaning fee if the Vehicle is not returned with the interior in a clean condition;

e) The nominated additional fee of EUR100.00 if the toilet and waste water tank are not emptied prior to the return of the Vehicle.

f) The cost of refilling either the Diesel and or the LPG tanks

g) The Late fee of EUR50.00 per hour should the vehicle be returned after the agreed time as stated on the rental agreement

h) The nominated cancellation fee in the event of cancellation of this agreement prior to acceptance or delivery of the vehicle;

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- i) The cost of any damage to the Vehicle or third party property, subject to the insurance;
- j) All government fees and duties etc;
- k) All parking fines, other fines or penalties and associated administration costs incurred in relation to the Vehicle during the Rental Period;
- l) Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by the supplier as a result of any breach by me of the terms of this Agreement
- m) Demurrage; the daily rental rate for the period the Vehicle is off fleet; for example for accident repairs
- n) Any additional costs over and above the security deposit value should damages exceed the security deposit value.
- o) The cost to recover a Vehicle.
- p) In the case of gross negligence the supplier reserves the right to recover full costs in order to return the motorhome to the state in which it was handed over.

14. Errors in Rental Charges

Total charges as set out therein are not final. I will pay any shortfall in charges to the supplier and I will receive a refund for any overcharge acknowledged by the supplier.

15. Security Deposit

There is a refundable EUR1000.00 Security Deposit payable by credit card, debit card or cash. Should the security deposit be paid by credit or debit card, the amount will be debited from your account immediately. This is fully refundable within seven days of return of the vehicle in accordance with section 9, Motorhome collection and return. The supplier reserves the right to increase the security deposit for specific events e.g. World Cup events, Festivals, clients travelling with pets or any other hire where the Motorhome is carrying 4 or more adults to EUR 2000.00

- a) On taking delivery of the Vehicle, I agree to pay the Security Deposit
- b) I irrevocably authorise the supplier to deduct from the Security Deposit any amounts due by me to the supplier arising out of this Agreement.
- c) The security deposit will be refunded within 7 working days of the vehicle being returned to the depot as per the criteria set out in section 9 Motorhome collection and return.
- d) Should any damages exceed the security deposit the customer will be responsible to settle all additional costs over and above the security deposit value within 7 days of your hire end date.

16. Use of the Vehicle

I agree that during the rental period, I will not and will not allow the Vehicle to be;

- a) Driven otherwise than in a cautious, prudent and normal manner;
- b) Used in a manner which could cause damage
- c) Driven in a prohibited area or outside of Turkey or in an area other than the areas indicated by me to the supplier.
- d) Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- e) Left with the ignition key in the vehicle while it is unoccupied
- f) Left unoccupied without the steering wheel security lock applied and the TV/DVD covered.
- g) Driven by persons :
 - i. Under the age of 21 years;
 - ii. Who is not authorised by law to drive the Vehicle. Particulars of a proposed licensed driver of the Vehicle are set out under the heading 'Hire's name/ contact' on the Rental Agreement.
- h) Damaged by :
 - i. Submersion in water
 - ii. Contact with Salt Water
- i) Used for any illegal purpose for any race, rally or contest j) Used to tow any vehicle or trailer.
- k) Used to carry passengers or property for hire or reward
- l) Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this agreement
- m) Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material
- n) Otherwise used in breach of my obligations under this Agreement.

17. Road Restrictions

- a) All Vehicles may only be driven on sealed / bitumen roads.
- b) I acknowledge that the supplier reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause

18. Alterations to the Vehicle

I shall not make any alterations or additions to the Vehicle without

the prior written consent of the supplier.

19. Title to Vehicle

I acknowledge that the supplier retains title to the Vehicle and its contents and that I possess the goods as a mere bailee only. I do not have any right to pledge the supplier's credit in connection with the Vehicle and agree not to do so. I shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

20. Smoking: All motorhomes are non-smoking vehicles. The supplier reserves the right to impose additional Valeting and or Upholstery cleaning fees and charge demurrage should smoke be detected in the motorhome.

21. Passengers

The supplier the use of these vehicles up to the stated number of passengers. Each person is to use the safety restraints provided at all times whilst the vehicle is in motion.

22. Pets: I will not allow any animals to be carried in the Vehicle, unless otherwise agreed with the supplier and an additional security deposit paid and the supplier's dog policy adhered to.

23. Drivers

- Age limits: 21 to 70 years.
- Driver must be able to demonstrate that they have driven on a regular basis (More than 3 times per week) for at least 3 years and feel confident to drive a vehicle of the dimensions of our largest motorhome 6.3m long 2.1 m wide and 2.5 m high.
- All drivers must have held a valid licence that entitles them to drive a manual vehicle for 3 or more years.
- All drivers must be present at checkout of the Motorhome. No exceptions can be made.
- Production of a full, valid standard driver's licence (note: your licence address must be your current home address), as well as a valid passport are required from all drivers at the start of hire. Should the drivers fail to present all correct documentation and identification on collection of the motorhome, then the supplier will be unable to release the motorhome and no refunds will be given.
- The supplier may not be able to get cover for any driver who has had a driving conviction other than for speeding, more than one insurance claim in the last 3 years or certain occupations. Please contact the office to see if cover can be arranged.
- Drivers are personally liable for all legal penalties (e.g.: parking tickets, congestion charges, speeding fines) which are incurred during the period of hire.
- Maximum of 2 drivers per rental.

24. Insurance (provided all the personal information supplied is correct)

The Vehicle is insured for damage to the Vehicle and the property of a third party; but does not include any personal insurance for the customer (including death or bodily injury to the driver) or cover any personal possessions. The hire rate quoted includes a standard excess of EUR1000.00. In the event of any damage to the vehicle, the hirer will be liable for the first EUR1000.00. The hirer will also be fully liable for all overhead damage, any damaged deemed as gross negligence and replacement or repair of windows and windscreens or tyre damage. Only persons named on the Rental Agreement are insured to drive the vehicle.

The supplier will not be responsible for any loss which is a side effect of the main loss e.g. loss of profits or opportunity. This is separate from the vehicle insurance provided.

25. Vehicle Damage - Insurance Cover

I am aware that;

- a) The Vehicle is insured for damage to the Vehicle and the property of a third party; but does not include any personal insurance for the customer or their possessions.
- b) I will have to pay an excess for any Insurance claim regardless of which party is at fault for the accident. The insurance excess is EUR1000.00 per claim, not per rental.
- c) I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this Agreement
- d) I will be responsible for any damage caused through gross negligence and will not be covered by the insurance.

26. Responsibility when accident occurs

a) In the event of any accident, loss or damage arising out of the use of the vehicle, I will

- i. Notify the supplier within 24hrs of the happening of the event
- ii. Obtain the names and addresses, copy of driving licenses and mandatory traffic insurance of third parties and any witnesses and report the event to the nearest police station;
- iii. Complete an accident claim form as supplied;
- iv. Not make any admission of liability to other parties, settlement offer or other like offer;
- v. Assist the supplier in handling any claim arising from any event,

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including providing all relevant information and attending Court to give evidence.

b) I acknowledge that the excess or other amount due by me in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period, regardless of which party is at fault.

c) I will pay for any costs relating to the delivery of a change over vehicle as a result of an accident regardless of which party is at fault.

d) No security deposit or insurance excess will be refunded until claim is settled.

27. Maintenance

a) I shall take all reasonable steps to properly maintain the Vehicle, including checking oil and coolant levels, tyre pressures and batteries.

b) EUR 50.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle (not including the water system, refrigerator, heating, audio and DVD equipment, provided That:

i. I produce relevant receipts; and

ii. I have received the prior consent of the supplier;

iii. The damage is not due to my fault or my breach of this Agreement.

c) Subject to the terms of this agreement, I will pay for the cost of repairing or replacing tyres damaged during the Rental Period. The supplier will reimburse me for expenditure reasonably incurred if;

i. The tyre is defective and is returned by me to the supplier for inspection; and

ii. I produce relevant receipts; and

iii. The manufacturer accepts liability under his warranty,

d) I will be liable for any costs associated with the incorrect use of fuel. All just

go motorhomes run on EURO DIESEL.

28. Credit and Debit Card Payment

Visa card and MasterCard credit cards only.

a) The supplier will accept payment by approved credit cards

b) When payment is paid by credit or debit card, I agree that;

i. The supplier is irrevocably authorised to complete any documentation and to take any other action to recover from my credit or debit card issuer all amounts due by me pursuant to this Agreement, including but not limited to those outline in section 13, Rental and other charges,

ii. I will not dispute my liability to the supplier for any amount due under this agreement and I shall indemnify and keep indemnified the supplier against any loss incurred (including legal costs) by reason of notifying my credit or debit card issuer of such dispute.

iii. The supplier may process the credit or debit card voucher; in the event that the supplier elects to accept payment of the Security Deposit by holding an open security payment, which will be cancelled within 7 days after the completion of the Rental Period, as per clause 15, Security deposit, I agree that the supplier is entitled to recover payment from my credit or debit card issuer pursuant to clause 28, section b, sub-section i & ii in respect of any amounts due which were not known at the time of cancelling the open security payment.

c) I acknowledge that all transactions under this agreement are conducted in

Turkish Lira. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against my credit or debit card and the amount refunded within 7 days after the expiration of the rental period. I release The supplier from any liability for such variation.

29. Payment of Charges, Joint and Several Liability

All charges and expenses payable by me under this Agreement are due on demand by the supplier. If I do not pay all charges when on time, I agree to pay interest at 3% per month on the outstanding balance and any additional costs incurred by the supplier, including reasonable legal fees to recover the outstanding money owed. When the Customer comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this Agreement.

30. Terminating the Agreement

I acknowledge that the supplier may terminate this Agreement and repossess the Vehicle at any time, without notification to me, and that I will pay the reasonable costs of repossessing the Vehicle, including towing charges if;

a) I am in breach of any term of this Agreement;

b) I have obtained the Vehicle through fraud or misrepresentation;

c) Any statement, representation or warranty made by the customer in respect to himself or additional drivers is incorrect.

d) The Vehicle appears to be abandoned

e) The Vehicle is not returned on the agreed return date or the supplier reasonably believes that the Vehicle will not be returned on the agreed return date;

f) The supplier considers on reasonable grounds that the safety of passengers or the condition of the Vehicle is in danger. I understand that in the event of such termination or repossession, I have no right to a refund of any part of the rental charges or the Security Deposit

31. Release and Indemnity of the rental company

a) Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, I release the rental company, its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this Agreement, including but not limited to:

i. Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose;

ii. Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on company premises or recovered or handled by the supplier.

b) Subject to any insurance arrangements agreed with the supplier, I hereby indemnify and shall keep indemnified the supplier, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the Vehicle.

32. Changes

Any changes to this agreement must be in writing and must be signed on behalf of the supplier and by me.

33. Force Majeure

We will make every effort to ensure that the reserved Motorhome is available for you at the correct time. If, due to circumstances beyond our control, this is not possible and if an alternative or acceptable Motorhome is not available our liability is limited to the refunds of all monies paid by you.

34. My Warranties

I warrant that all information supplied by me to the supplier in connection with this agreement is true.

35. Proper Law

This agreement shall be governed by the law of Turkey and Antalya Courts in which this agreement was signed.

36. Data Protection Act

The information that you have provided to the supplier will be used to fulfil this contract placed with us. We will not pass this information onto any other organisation outside this company other than to our insurer.

37. Entire Agreement

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement. The supplier reserves the right to add or amend the vehicle specifications and rental charges without prior notice. This agreement does not affect your statutory rights under civil law