



## Rental General Terms & Conditions

These general terms and conditions govern the contract of the rental service of vehicles that will associate the client with VanBreak. If you tick the « accept » box during the online booking procedure, you are accepting the following terms.

### 1. Confirmation of Booking

- . 1.1. When the client makes the reservation and payment, he/she automatically accepts the sales terms and conditions of VanBreak.
- . 1.2. In the case that the renter or driver does not appear on the day of the vehicle pick-up, VanBreak will claim payment of the total amount of the booking.

### 2. Cancellation and Reimbursement

- . 2.1. If a reservation is cancelled more than 15 days (from the 16th day onwards) before the registration of the vehicle, we will reimburse 100% of the booking amount paid.
- . 2.2. If a reservation is cancelled fewer than 15 days before the pick-up, the expenses incurred will not be reimbursed, unless the Premium insurance has been taken out. In this case, VanBreak will reimburse the expenses incurred for the reservation of the vehicle, but not the insurance.

### 3. Payment & Credit Cards

- . 3.1. Upon booking, 50% of the rental fee (including the taxes and charges) will be charged to the credit or debit card which was used to make the online reservation. The method for prepayment of the rental cannot be modified once the booking is confirmed. If your credit or debit card is declined, you will not receive a rental confirmation.
- . 3.2. The first payment (50% of the total booking fee) can be carried out via PayPal, credit card on our website, or bank transfer (IBAN: ES67 0081 0240 1600 0255 2867 / BIC

BSAS ESBB – transfer feeds are charged to the client). The second payment (the remaining 50%) can be carried out by bank transfer up to 48 hours before pick-up or in situ on the day of the pick-up, in cash or by card.

- . 3.3. The exchange rates applicable will be those valid at the moment of the rental.
- . 3.4. Even though a prepaid card is an acceptable form of payment, they are not accepted for the security deposit to pick up an equipped camper van.
- . 3.5. The card presented at the moment of vehicle pick-up will be the one registered for the rental and the one filed.
- . 3.6. We require a credit card in case there is any damage to the vehicle or the vehicles, depending on the insurance plan taken out. A prepaid credit card is not acceptable for this transaction.
- . 3.7. Upon dropping off the vehicle, VanBreak will release the corresponding security deposit. Depending on your bank's procedure, this may take up to 30 days maximum to receive this reimbursement from the check-in day.

#### **4. Availability & Classification**

- . 4.1. If the exact model you have booked is not available, VanBreak reserves the right to assign you a vehicle from a similar or superior category, according to the availability of the vehicles.

#### **5. Documents / Driver's License / Minimum Age**

- . 5.1. At the moment of pick-up, the driver must produce a valid driver's license and a valid identity card or passport in the name of the drivers that appear on the rental contract. All drivers must have a valid driver's license.
- . 5.2. The driver must have a valid driver's license to drive in Europe. He/She must be at least 23 years of age at the time of booking and have had a driver's license for at least 2 years.

#### **6. Rental Duration / Check-In & Check-Out**

- . 6.1. The vehicles are only rented by day. The day of the pick-up and drop-off count as rental days.

- . 6.2. An early drop-off or a late payment is the driver's responsibility and is not entitled to any reimbursement.
  - . 6.3. VanBreak is open from Monday to Saturday, 9 am to 9 pm, and Sundays from 10 am to 6 pm.
  - . 6.4. The vehicle should be refueled and returned within the company's opening hours. If the client wishes to return the vehicle outside of the opening hours, he/she must notify VanBreak by telephone or email (info@vanbreak.com) 48 hours before the pick-up date and 48 hours before the drop-off. VanBreak reserves the right to charge additional fees.
- 6.5. VanBreak will get in touch with the client at least 24 hours before the pick-up or drop-off to agree on the time for check-in and check-out. The client agrees to uphold these times and to inform VanBreak in the case of a delay. Any delay could be subject to additional charges (25€/hour).

7. The rental quote is made in function of the specific parameters (location, dates, times, etc.) of the request. Any change in the booking could incur changes in the fees.

## **8. Driver's Responsibility & Obligations**

- . 8.1. The main designated driver at the time of booking is the person solely responsible for the camper van. This person is responsible for the use for personal purposes, maintenance and security, and agrees to retain all the documents entrusted to him/her.
- . 8.2. The client is responsible for the care and maintenance of the camper van (e.g. interior and exterior cleaning and maintenance) during the rental period.
- . 8.3. In the case of theft, attempted theft and vandalism, the renter must give a statement to the local police within 48 hours and must file a report. The renter must send VanBreak the original report and keep a copy.
- . 8.4. If the client prefers not to have the vehicle cleaned, he/she must clean the vehicle and return it in the same conditions in which it was found on the check-in day. If the vehicle is not considered to have been cleaned, VanBreak may charge the client an additional cleaning fee of 40€, which will be taken from the security deposit.

## 9. Vehicle Damage & Insurance

- . 9.1. The vehicles are insured against all risk.
- . 9.2. The client must pay out a sum of money for any damage incurred from the moment of handing over the keys. The sum may be reduced depending on the insurance taken out («Extended» or «Premium» Insurance).
- . 9.3. BASIC INSURANCE: If the client opts for « Basic » insurance, the client will be responsible for a maximum of 2,000€ to cover the costs of the repair and possible damage caused to the vehicle. VanBreak reserves the right to hold back any or all of this sum on the credit card registered in the client's file. The « Basic » pack includes the obligatory vehicle insurance, damages caused to a third party, occupants, road-side assistance in Spain, passenger insurance, civil liability, theft and damages caused by theft, fire, natural disaster, 24- hour assistance, 1 driver and a maximum of 100km/day only in Spain (each kilometer over this will be charged at 0.35€/km).
- . 9.4. EXTENDED INSURANCE: If the client has opted for « Extended » insurance, he/she will be responsible for a maximum of 890€ to cover the costs and possible damages to the vehicle. This insurance covers, in addition to the «Basic», coverage of tires, accidental breakage from ice, 2 drivers and unlimited kilometers in Spain. Van Break reserves the right to hold back all or part of this sum on the credit card associated with the client's file in case of damage.
- . 9.5. PREMIUM INSURANCE: If the client takes out «Premium» insurance, the client is responsible for the possible damage up to a maximum of 450€. This insurance covers, in addition to the «Extended»: 3 drivers and a flexible cancellation policy of 15 days minimum before pick-up.
- . 9.6. If the client infringes any of the conditions or clauses of the contract, the insurance will be cancelled and the client will be held responsible for the total cost of the damage.
- . 9.7. In the case of an accident or accidental collision, VanBreak will hold back the entire security deposit until receipt of the insurance report indicating the responsibility, or lack thereof, of the renter, or until receipt of the repair cost.
- . 9.8. In the case that the vehicle is immobilized, the client is obligated to inform the company by telephone or email to activate the 24-hour road-side assistance. VanBreak will get in touch with the insurer and organize the repatriation of the vehicle and its passengers to the closest mechanic or, if the repairs are costly, to the

Volkswagen dealership in Torremolinos, all without any additional cost.

- . 9.9. If the damage or breakdown of the vehicle is the client's fault, VanBreak will not give any compensation.

## **10. Fines**

. 10.1. The renter is responsible for the infractions made during the rental contract period. In the case that VanBreak has to intervene, whether that be in the proceedings of fines, sanctions or reports, the renter will be charged a fee of 20 (twenty) euros, taxes included. The renter expressly authorizes the leasing company to use the payment method, including the credit card, to pay the corresponding quantity or use the security deposit within the 30 days after the check-in.

. 10.2 If it is not possible to use the security deposit to pay off the fine (e.g. if the fine is received more than 30 days after the check-in date), the client agrees to make a bank transfer to cover the fine, administration fees (20€), and any other fees associated with the bank transfer, within 48 hours of receiving the information by email.

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