

Terms and conditions

PRELIMINARY FINDINGS

The Owner is the owner of the vehicle from Article 3 of this Agreement (hereinafter referred to as »**Rental Vehicle**«)

The Renter rents and the Owner adopts rental of the Rental Vehicle referred to in Article 3 of this Agreement under the conditions as stipulated in the Agreement.

PRICE

The price includes:

- Insurance for damages caused to other persons involved in a car accident (insurance AO), insurance of the vehicle driver liable for causing of the car accident in case of body injury or death (AO plus)
- Green card (The Green Card is an international certificate of motor insurance, providing insurance coverage to the extent determined by the competent law on compulsory motor liability insurance in the visited country. Green card is necessary for the Renters who intend to travel abroad).
- Electrical extension cable
- Radio,
- Table for camping,
- Stove,
- Refrigerator (only in case of renting a campervan)
- Cooking utensils
- USB Charger (only in case of renting a campervan)
- Engine oil given to the Renter by the Owner at the Rental Vehicle take over.
- Vignette in case of VW T4 rentals, VW T5 rentals and VW Touran.

The Rental Price does not include:

- Fuel,
- Linen, sleeping bags nor towels.

The Renter by signing the Agreement expressly agrees to bear all costs that might occur during the Rental Period due to any road traffic offenses. The Renter is obliged to pay any such fee immediately to the Owner's bank account.

When booking the Renter pays 20% payment of the amount of the Rental Price (Article 4.1). Once the payment is paid, the Rental Vehicle is considered reserved for the dates specified at the reservation. He pays the rest until the day of the pick up.

The renter has four payment options:

- a) Paypal
- b) Credit Card
- c) Wire transfer
- d) Cash

*payment options may vary due to different owners.

MILEAGE

Unlimited kilometers in one day are included in case of VW Touran rental.

- 500 kilometers in one day are included in case of VW T5 rentals.
- 300 kilometers in one day are included in case of VW T4 rentals.
- 150 kilometers in one day are included in case of VW T3, Golf 1 or Nissan Datsun rentals.

Maximum distance from Ljubljana, Slovenia which you can do with VW T3 Boka is 500 km.

Renter can use highways in case of VW T5, VW Touran and VW T4 rentals. Vignette for Slovenian highway is already included in the price.

In case of VW T3, Golf 1 or Nissan Datsun rentals, renter is not allowed to use the highway.

We will charge 100 € fine per day of highway usage with any VW T3 or Nissan Datsun models. Also any potential damage on these models while driving on the highway will not be covered by the Owner. The Renter gives the Owner full permission to use GPS and all installed devices (i.e. for the purpose defined in this Article).

SECURITY DEPOSIT

Renter is required to provide a security deposit to the Owner in the amount of 500 EUR (hereinafter referred to as "Security Deposit") in case of Basic insurance.

Renter is required to provide a security deposit to the Owner in the amount of 300 EUR (hereinafter referred to as "Security Deposit") in case of Extra insurance to be used in the event of loss or damage of the Rental Vehicle during the term of the Agreement. In the event of damage to the Rental Vehicle, Owner will apply this Security Deposit to defray the costs of necessary repairs or replacement. All the damage above 300 EUR will be covered by the owner if the renter will fulfil the below criteria.

Renter is required to provide a security deposit to the Owner in the amount of 100 EUR (hereinafter referred to as "Security Deposit") in case of No worries insurance to be used in the event of loss or damage of the Rental Vehicle during the term of the Agreement. In the event of damage to the Rental Vehicle, Owner will apply this Security Deposit to defray the costs of necessary repairs or replacement. All the damage above 100 EUR will be covered by the owner if the renter will fulfil the below criteria:

The driver of the Rental Vehicle has to possess minimum 2 years valid driving license.

The Parties agree that the Rental Vehicle can be driven by a person who is not a signee of the Agreement, as long as he is entirely aware of its contents, agrees with it and fulfills all its requirements.

The driver of the Rental Vehicle expressly declares that before and during the driving of the Rental Vehicle will not enjoy alcoholic beverages or will not drive under the influence of substances which reduce psychophysical capabilities (medicines, drugs, etc.). Otherwise, the insurance company will not cover the costs or will not recognize the damage from the insurance.

If the Rental Vehicle is intact upon return, the Security Deposit is returned to the Renter in full amount in a period of maximum 31 days after the last day of Rental Period if the Renter used the Rental Vehicle in accordance with the provisions of the Agreement and paid all the costs, not included in the Rental Price and did not cause any damage, as defined in the first paragraph of this article.

In case of an accident, when renter is responsible for it, where rented vehicle is not damaged and where damage appears on vehicle of third party, insurance company covers the damage on third party vehicle. The deposit will be held in full amount by the owner in this case to cover the costs of future higher insurance fees.

RENTAL CANCELLATION POLICY

The Owner has the right to terminate the Agreement in written form (hereinafter referred to as »Rental Cancellation«). The Owner has the right to cancellation reimbursement. The amount depends on the time of cancellation of the Rental Vehicle reservation, specified in the second paragraph of this article.

Transaction costs in the amount of 4% of the total amount are to be borne by the Renter.

The amount of the Rental Cancellation depends on the date of written termination and shall be:

- If the rental cancellation is given more than 30 days before the start of the rental period, the owner retains 20% total rental amount,
- If the rental cancellation is given between 30 and 14 days before the start of the rental period, the owner retains 40% of total rental amount,
- If the rental cancellation is given between 13 and 7 days before the start of the rental period, the owner retains 60% of total rental amount.
- If the rental cancellation is given between 6 and 0 days before the start of the rental period, the owner retains 100% of total rental amount.

TAKEOVER, RETURN AND CLEANING OF THE RENTAL VEHICLE

The Rental Vehicle is taken over after 2 pm on the first day of the Rental Period. The Rental Vehicle is returned on the last day of the Rental Period, no later than 6 pm.

After 6 pm it's still possible to drop off the van by renter itself. Self-drop off instructions will be provided at the pickup.

The take over and return of the Rental Vehicle are performed in Ljubljana or any other location agreed before hand by the Parties.

Notwithstanding the provision of the preceding paragraph the Renter may return the Rental Vehicle later than as provided in this Agreement, if agreed before hand with the Owner.

Extension of Rental Period is possible in agreement with the Owner, upon availability of the Rental Vehicle.

The Renter has to leave the same amount of fuel as it was given at campervan pickup.

In the event of less gasoline upon return of the Rental Vehicle, the Owner is charged the cost of fuel at the daily price list Petrol for the missing part of the fuel. Cost charged will be deducted from the Security Deposit. If the cost of the missing fuel exceeds the amount of the Security Deposit, the Renter agrees to reimburse the missing fuel amount on the last day of the Rental Period.

Upon takeover of the Rental Vehicle inspection of the whole vehicle (ie. the inspection of equipment, mechanics, bodywork, engine, etc.) is performed. On the basis of this inspection the Handover Protocol is written. All deficiencies, missing equipment, vehicle damage, etc. shall be stipulated in the Handover Protocol. All identified injuries shall be photographed and documented. On returning of the Rental Vehicle the state of the Rental Vehicle is inspected. The Renter is responsible for all damages that have not been detected in the Handover Protocol when take over of the Rental Vehicle.

In the case of force majeure that causes later return of the Rental Vehicle, the Renter is obliged to inform the Owner by phone or via e-mail regarding the cause of the delay and the estimated time of Rental Vehicle return.

THE DRIVER

The driver of the Rental Vehicle has to possess minimum 2 years valid driving license.

If the driver possesses a driving license for less than two years, she/he can still rent our vehicles but under special agreement. They are obliged to take "no worries" insurance with safety deposit of 300 € (not 100 € as usually with no worries insurance. Deductible in this case is 300 €.)

The Parties agree that the Rental Vehicle can be driven by a person who is not a signee of the Agreement, as long as he is entirely aware of its contents, agrees with it and fulfills all its requirements.

The driver of the Rental Vehicle expressly declares that before and during the driving of the Rental Vehicle will not enjoy alcoholic beverages or will not drive under the influence of substances which reduce psychophysical capabilities (medicines, drugs, etc.). Otherwise, the insurance company will not cover the costs or will not recognize the damage from the insurance.

PROHIBITED USE OF THE RENTAL VEHICLE

The Renter is obliged to use the Rental Vehicle only for touristic purposes and never for illegal activities. It is strictly forbidden to use the Rental Vehicle for:

- participation on group travel events, nor as a test vehicle,
- transportation of dangerous substances, explosives, drugs, weapons, and similar,
- to sublease the Rental Vehicle or
- driving in war zones.

TRAVELLING OUTSIDE OF SLOVENIA

The Rental Vehicle can be used for travel in all European countries except those that are located in war zones or are not recommended to travel to, due to any other reasons. Traveling with a Rental Vehicle to these countries is allowed only with written agreement signed by the Owner.

The Renter expressly declares that he is familiar with the amendments to the Law on the Host Activities in Croatia, dated 01/05/2009, which in Article 27 states that camping (including a simple overnight stay in the RV or motorhome parking outside each dedicated parking space) outside the camps in Croatia is an offense punishable by fine. In the case of such unauthorized camping on private land (land that is not owned by the state, municipal or city), the inspector may decide for an immediate sealing of the vehicle for a period of 60 days (Article 43 of the Law on the Host Activities in Croatia). Unauthorized unsealing of the vehicle is an offense. In case of law violation, the Renter is fully liable for all damages, including reimbursement of the loss of the Owner, due to the unavailability of the vehicle at the time of sealing, the cost of transporting the vehicle back to the Owner after the expiry of the period of seals, damage to the vehicle during the period of sealing due to vandalism, burglary, theft, intrusion of water, rodents or any other damage that may occur to the Owner as a result of failure to comply with the law.

MECHANICAL REPAIRS

In the case of mechanical problems, the Renter calls Balkan Campers to a number that was given at pickup.

After the Rental Vehicle repair, the Renter acquires original invoice from the Mechanic Shop. If the Renter is not responsible for the problems, the money is reimbursed on the last day of the Rental Period by the Owner.

If the Renter continues to drive the Rental Vehicle even though he was warned with the red light that the oil level is low, he has to cover all the expenses of repair.

IN CASE OF THE ACCIDENT

The Renter is obliged to claim all damage that occurs immediately to the police and at the same time to the Owner.

The Renter has to handover all documentation, including European Accident Report and sketch of the damages on the vehicle. Accident report must contain the names and details of all part takers in the accident.

In the case of an accident, the damage on the rented Vehicle is covered (or not covered) by different insurance types, chosen by renter in the process of booking.

In the case of Renters responsibility in the accident, safety deposit is automatically deducted from the renter.

The damage on third part vehicles in the accident are covered by the insurance company when driver of the Rental Vehicle before and during the driving of the Rental Vehicle did not enjoy alcoholic beverages or did not drive under the influence of substances which reduce psychophysical capabilities (medicines, drugs, etc.)

INSURANCE

BASIC INSURANCE(SAFETY DEPOSIT 500€)

Covers:

- 24/7 road assistance
- Insurance for all the drivers
- Insurance for all the passengers
- Damage on the third party vehicles*
- Damage on the rented vehicle in case of third party responsibility* (only with police report)

Insurance covers damage on other vehicles if the driver satisfies the needed conditions which means, not driving drunk or under the influence of substances which reduce psychophysical capabilities (medicines, drugs, etc.), having a valid driving license.

EXTRA INSURANCE (SAFETY DEPOSIT 300€)

Covers:

- 24/7 road assistance
- Insurance for all the drivers
- Insurance for all the passengers
- Damage on third party vehicles*
- Damage on the rented vehicle in case of third party responsibility* (only with police report)
- Damage on the rented vehicle in case of renter responsibility (from 300€ and above)*
- Damage on the rented vehicle in case of natural disaster*

NO WORRIES INSURANCE (SAFETY DEPOSIT 100€)

Covers:

- 24/7 road assistance
- Insurance for all the drivers
- Insurance for all the passengers
- Damage on third party vehicles*
- Damage on the rented vehicle in case of third party responsibility* (only with police report)
- Damage on the rented vehicle in case of renter responsibility (from 100 € and above)*
- Damage on the rented vehicle in case of natural disaster*
- Damage on the rented vehicle in case of stealing the van*
- Tire insurance
- Window and lights insurance

NO WORRIES PLUS***** (SAFETY DEPOSIT 300€)

No worries plus is a compulsory insurance if you have possessed your driving license for less than 2 years. *No worries plus is valid under the same terms and conditions as No Worries insurance. The difference between both is safety deposit. In case of No Worries Plus insurance, safety deposit is 300 €. In case of ordinary, No Worries insurance safety deposit is 100 €.*

*Only covers in case of police report

None of the insurance types covers damages on extra equipment.

None of the insurance types covers the costs of burned clutch by the renter.

None of the insurance types covers the mechanical damage caused by the renters.

Official mechanic will examine and decide if the mechanical damage was caused by renters inappropriate vehicle usage.

None of the insurance covers the damage caused by filling the van with wrong fuel type.

Damage on campervan in case of your responsibility up to 500 eur (basic insurance), 300 eur (extra insurance) and 100 eur (no worries insurance) is not covered by any insurance type.

“Fallout” of rent due to damage on van in case of renter responsibility up to 10 days is covered by the renter including all expenses

Renter has to fulfill needed conditions which means, not driving drunk or under the influence of substances which reduce psychophysical capabilities (medicines, drugs, etc.), having a valid driving License. In case of breaking these rules our company is not responsible for any damage made by driver. Damage on people is covered with basic insurance which is included in the basic price. Extra insurance and No Worries insurance does not cover any injuries on people.

IN CASE OF A BREAKDOWN

At every camper van pick up we will provide you a phone and Whatsapp number from our team member. In case of minor breakdown you will call this number and we will try to solve the issue with the renter via phone or whatsapp.

In cases when issue can't be solved via phone or whatsapp road assistance will be provided.

All the potential costs which will appear are covered by the owner if damage was not caused by the renter.

Official mechanic will examine and decide if the mechanical damage was caused by renters inappropriate vehicle usage.

Damage in case of burned clutch is covered by the renter.

Damage in case of driving with hand break on is covered by the renter.

The damage on the camper van, done by the renter will be evaluated by official mechanical representative, who will issue an Eurotax report.

REFUNDS

In case of owners responsibility for mechanical breakdown, LLD d.o.o. will refund you for every hour lost because of the break down. For example if daily rental price is 72 € / day and renter will lose 6 hours (1/4 of 24 hours) because of repair, we will refund you 18 € ($72 \text{ €} / 4 = 18 \text{ €}$).

Owner will also refund next potential costs which will potentially occur due to the breakdown:

- cost of mechanical repair
- cost of accommodation in maximum total value of 50 € in case if repair is not finished on the same day when breakdown has occurred.

Owner will also refund potential costs in next cases:

- costs for filling gas for the stove
- potential extra oil for the engine

In cases of mechanical damage or accident caused by the renter owner is not obliged to make any refund.

CASES OF REPLACING THE CAMPERVAN

If wanted vehicle can not be delivered to the renter due to unexpected situations, we will provide you with replace vehicle, when possible. If replace vehicle is from lower price range, we will refund you the difference in price.

RESPONSIBILITY OF THE RENTER

The Renter is responsible for every damage that might occur because of his fault and bring costs to the Owner from this address.

The Renter carries unlimited responsibility in case of driving of Rental Vehicle by unauthorized person (a person without a driving license, a person who does not meet legal requirements for driving, etc.), due to over load of Rental Vehicle and other cases of unauthorized use.

Vehicles are not allowed to be driven off road (unapproved roads). Any mechanical issues or damage caused by the renter off road will not be covered by the owner in any case of insurance.

In the event that the insurance company for any reason refuse to pay the damage the Renter is obliged to cover the damage to the Owner.

For damages that does not arise out of vehicle accident the Renter is responsible on his own.

In cases of personal road assistance needed for situations, damage or lost objects caused by the renter, we will charge additional fee by our service pricelist.

In the case of empty fuel tank renter is responsible to cover the costs of necessary fuel and costs of assistance.

In the case when renter empties starter battery due to incorrect usage, renter is responsible to cover the costs of assistance and repair and material if needed.

In cases when issues with battery continues during rental period because of incorrect usage in the past, owner is not responsible to cover any potential costs.

Renter is also obliged to cover the costs of damaged battery of 30 €.

We will check the oil level at the beginning of the rent and at the end. Renter responsibility is to check the oil regularly and keep it on the optimum level. If the level of oil at the end of the trip will be below minimum, renter will have to cover 100 € costs for mechanical check and potential damage on the vehicle due to lack of oil in the system. Renter will also cover any other potential damage on the vehicle's engine which occurred due to lack of oil in the system.

If the red light for low oil level appears in the dashboard, renter has to stop at first possible safe option and call the owner.

We will check the water level at the beginning of the rent and at the end. Renter responsibility is to check the water regularly and keep it on the optimum level. If the level of water at the end of the trip will be below minimum, renter will have to cover 100 € costs for mechanical check and potential damage on the vehicle due to lack of water in the system.

Renter will also cover any other potential damage on the vehicle's engine which occurred due to lack of water in the system.

If the red light for low water pressure (level) appears in the dashboard, renter has to stop at first possible safe option and call the owner.

The Renter is obliged to carry all the documents and keys of the Rental Vehicle on him at all times. Otherwise insurance company will not cover the costs of Rental Vehicle being stolen. In this case the Renter will have to cover the costs.

The Renter is obliged to treat the Rental Vehicle with care as a good owner.

The Renter and all the passengers by agreeing to this terms and later at pick up the contract, expressly state that they are aware of the state of the vehicle and are renting the Rental Vehicle at his/their own risk.

RESPONSIBILITY OF THE OWNER

The Owner is not responsible for things left or forgotten in the Rental Vehicle. In case of force majeure, or no ability to drive the Rental Vehicle on the starting date of Rental Period, the Parties agree to rent another available Rental Vehicle or to terminate the Agreement. In case of termination of the Agreement because of non-availability of the chosen Rental Vehicle, the Owner has to return the Rental Price paid by the Renter.

The owner is not responsible for any changes and damage done on vehicle equipment and interior during the rent.

The Owner is not responsible for any other costs and situations which may occur.

REPRESENTATION

COMPETENT COURT

All the issues that may occur will be solved by the Parties on a consensual basis. If not, the court of competent jurisdiction in Ljubljana shall be the competent court.

Any subsequently agreed amendment to the Agreement by the Parties shall be governed by concluding the Annex to this Agreement.

In the event of invalidity of individual contractual provisions of the Agreement shall not affect the validity of the remaining provisions of the Agreement.