

Terms and Conditions for Renting a Camper from Road Trip for Life Foundation

#### 1 Article 1. Definitions

- 1.1 In these general terms and conditions, the following terms are used in the following meanings, unless expressly indicated otherwise or context indicates otherwise:
- a) Road Trip for Life Foundation: Hereinafter referred to as RTFL
- b) Owner: RTFL is the user of these general terms and conditions, registered with the Chamber of Commerce under Chamber of Commerce number 85534528
- c) Renter: the person who rents or wishes to rent a camper from RTFL;
- d) Agreement: the rental agreement between RTFL and the renter;
- e) Camper: the camper rented by the renter from RTFL;
- f) Driver: the natural person designated by the renter in writing or via email as the driver of the camper.

#### 2 Article 2. General

- a) Deviations from and additions to the agreement or these general terms and conditions are only valid if expressly and in writing agreed upon.
- b) In the event any provision of these terms and conditions is null and void or unenforceable, the remaining provisions shall remain unaffected and in full force.
- c) The parties agree that these general terms and conditions shall be interpreted under Dutch law and subject thereto.

## 3 Article 3. Conclusion of the rental agreement & payment

- 3.1 The renter can submit an availability request to RTFL via the website, email, telephone, or in person. RTFL then sends its offer to the renter via email.
- 3.2 Before the agreement is concluded, an option can be taken on the desired rental period, which expires after 14 days.
- 3.3 The rental agreement is concluded when the renter has agreed to RTFL's offer via email.
- 3.4 After the renter has agreed to RTFL's offer, RTFL sends a confirmation via email to the renter with an invoice for payment of the down payment or for payment of the entire rental amount plus the security deposit if article 10.3 applies. This amount must be paid within 48 hours after this invoice has been sent.
- 3.5 If the renter does not pay this amount on time, RTFL will send the renter a payment reminder via email, requesting the amount to be paid within 24 hours after this reminder email has been sent. If the renter again does not respond to the payment reminder, RTFL terminates the agreement. The renter will be notified of this termination via email. RTFL is not liable for any damages suffered by the renter due to such termination.

## 4 Article 4. Cancellation of the agreement by RTFL



- 4.1 RTFL is authorized to cancel the agreement in case of force majeure. Force majeure includes, among other things, weather conditions or (natural) disasters making it unwise to drive the camper or creating a significant risk of damage to the camper or its loss, disappearance, or theft.
- 4.2 If RTFL cancels the agreement due to force majeure, RTFL will refund the payments already made to the renter.
- 4.3 If RTFL has a valid reason, such as suspicion of fraud or suspicion that the renter will not fulfill his obligations towards RTFL, RTFL may decide not to hand over the camper to the renter, without the renter being entitled to compensation or any other form of compensation. In such a case, payments already made to the renter will be refunded.
- 4.4 In the event of cancellation of the agreement, RTFL is not liable for the damages suffered by the renter thereby.

# 5 Article 5. Rental period

- 5.1 For a week's rental, the camper must be returned by 8:00 PM on the last day of the rental period unless otherwise agreed. This allows us time to prepare the camper for the next renter.
- 5.2 A weekend rental starts from Friday 9:00 AM to Monday 8:00 PM.
- 5.3 In case of exceeding the rental period by a whole or part of a day, one day's rent (1/7th part of the weekly rent based on the weekly rate without duration discounts) plus an additional fee of €400.00 will be charged to the renter. For each day the renter returns the camper late, the daily rent plus the additional fee of €400.00 will be charged to the renter.
- 5.4 Extension of the agreed rental period is only possible with the approval of the owner. In that case, one day's rent (1/7th part of the weekly rent based on the weekly rate without duration discounts) will be charged to the renter.

#### 6 Article 6. Insurance

6.1 The camper is insured for Third-Party Liability + Comprehensive Coverage (all risk), including occupants. There is a deductible of €1,000.00 per event, which will be charged to the renter in the event of damage in both the Netherlands and abroad. A green card is provided with the camper. Damage caused by hail or other weather conditions, a blowout, and the cost of replacing a windshield due to breakage or stone impact are also covered by insurance.



- 6.2 Damage not covered by insurance, such as, but not limited to, damage caused by the driver being under the influence of alcoholic beverages or any intoxicating or stimulating substance at the time of the accident, such that he could not be considered capable of properly driving the camper, is entirely at the expense of the renter. Also, damage resulting from allowing unauthorized persons to drive is the responsibility of the renter. Finally, damage to the interior not covered by insurance, so repair and replacement costs are entirely at the expense of the renter. Damage to the camper due to careless use of the camper is at the expense of the renter.
- 6.3 The camper is insured by Spitz Insurance. Spitz Assistance is carried out by VHD, reachable at +31(0)570 783 100
- 6.4 The owner advises taking out a Car Rental Excess Insurance. The camper has an excess of €1,000.00 for the owner. By taking out this insurance by the renter, the excess for damage to the camper is insured. The link to take out insurance online is: www.allianz-assistance.nl/reisverzekering/eigen-risico-verzekering-autohuur The car rental excess insurance also covers any damage deducted by the owner from the security deposit of €1,000.00.

## 7 Article 7. Payment

- 7.1 The renter must pay the rental fee and any additional costs stated in the agreement in advance, at least [number] days before the start of the rental period, unless otherwise agreed in writing.
- 7.2 If the renter fails to pay the rental fee and any additional costs on time, the owner is entitled to terminate the agreement with immediate effect and to rent out the camper to a third party without further notice to the renter.
- 7.3 If the rental period is extended with the consent of the owner, the additional rental fee and any additional costs incurred during the extended rental period must be paid by the renter in accordance with the provisions of article 7.1.
- 7.4 If the renter cancels the reservation less than [number] days before the start of the rental period, the renter owes the owner a cancellation fee of [amount] euros.
- 7.5 If the renter does not appear at the agreed location and time to collect the camper, the rental fee will not be refunded, and the owner is entitled to rent out the camper to a third party without further notice to the renter.
- 7.6 All payments must be made in the currency stated in the agreement and to the bank account designated by the owner.

## 8 Article 8. Use of the Camper



- 8.1 The renter undertakes to use the camper carefully and to comply with all instructions for use and maintenance of the camper as stated in the instruction manual.
- 8.2 8.2 The renter may not:
- a) drive the camper with more than the number of persons for which it is equipped with seat belts;
- b) use the camper for driving lessons, for paid transport of persons or goods, for competitions, or for other purposes than normal use;
- c) take the camper outside the countries for which insurance coverage has been arranged without the express written permission of the owner;
- d) drive the camper under the influence of alcohol, drugs, or any other substance that affects driving ability;
- e) allow the camper to be driven by persons who are not designated as drivers in the agreement;
- f) use the camper to transport more weight than the maximum payload permitted for the camper;
- g) use the camper to transport animals without prior written consent from the owner.
- 8.3 The renter must ensure that the camper is returned in the same condition as it was provided to him, with a full fuel tank, and with the same inventory as stated in the inventory list. If the camper is returned in a worse condition or with less fuel than agreed, the owner is entitled to charge the renter for the costs associated therewith. In the event of damage to the camper, the renter must report this to the owner as soon as possible.
- 8.4 Smoking is not permitted in the camper. If the owner finds that smoking has taken place in the camper, the renter will owe €300.00 for additional cleaning costs.

## 9 Article 9. Maintenance and Repairs

- 9.1 The renter is responsible for regular maintenance, such as oil checks and tire pressure, during the rental period.
- 9.2 Repairs to the camper may only be carried out after consultation with and with the express permission of the owner. The owner will reimburse the costs of the repairs to the renter upon presentation of the original repair invoices.
- 9.3 If the renter has the repairs carried out without consulting the owner, the renter bears the costs thereof, unless the renter can demonstrate that the repairs were necessary due to the negligence of the owner.

#### 10 Article 10. Deposit and Liability

10.1 The renter is obliged to pay a deposit of €1,000.00 before the start of the rental period. The deposit will be refunded to the renter within 14 days after the end of the rental period, provided that the camper is returned in the same condition as it was provided to the renter, subject to any damages for which the renter is liable.



- 10.2 If the renter returns the camper with damage for which he is liable, the owner may deduct the repair costs from the deposit.
- 10.3 If the deposit does not cover the repair costs, the renter owes the owner the remaining amount, which must be paid within 7 days after the end of the rental period.
- 10.4 If the renter has not paid the amount referred to in article 10.3 within the specified period, the renter owes statutory interest on the outstanding amount without further notice of default being required.

#### 11 Article 11. Termination

- 11.1 The owner is authorized to terminate the agreement with immediate effect if the renter fails to comply with his obligations under the agreement or these general terms and conditions.
- 11.2 In the event of termination, the renter must immediately return the camper to the owner. The renter is liable for any damage or costs incurred by the owner as a result of the renter's failure to comply with his obligations.

## 12 Article 12. Complaints

- 12.1 Complaints about the execution of the agreement must be reported to the owner in writing as soon as possible but no later than 14 days after the renter has discovered the defect.
- 12.2 The owner will respond to complaints within a period of 14 days after receipt thereof. If a complaint requires a longer processing time, the owner will respond within the period of 14 days with a confirmation of receipt and an indication when the renter can expect a more detailed response.

#### 13 Article 13. Disputes

- 13.1 Disputes between the owner and the renter arising from or related to the agreement and these general terms and conditions will be submitted to the competent court in the district where the owner is established, unless the owner prefers to submit the dispute to the competent court in the district where the renter is established.
- 13.2 These general terms and conditions have been drawn up in Dutch and translated into English. In case of any discrepancies or differences in interpretation between the Dutch text and the English translation, the Dutch text shall prevail.

# 14 Article 14. Amendment and Explanation

- 14.1 RTFL is entitled to amend these terms and conditions. The most recent version of these terms and conditions can be found on RTFL's website.
- 14.2 In all cases not provided for in these terms and conditions or in the agreement, the owner will decide.