



**PLEASE READ THESE MOTORHOME RENTAL GENERAL TERMS AND CONDITIONS THROUGH CAREFULLY!**

Dear customer,

With the conclusion of an agreement for the booking of a Motorhome, the following general terms and conditions, in as far effectively agreed, become content of the agreement reached between CamperFamily.gr (CONSULTEX L.P.) – Motorhome Rental called “Lessor”- and you (renter). CamperFamily.gr is a trade name of the company CONSULTEX L.P., Antoniou Kastrinaki 16, 71305, Crete, Greece. Tax number EL 802590797.

All client requests are answered by email. The agreement is completed when confirmed by CamperFamily.gr by email. The Terms and Conditions of CamperFamily.gr are the active conditions of our rental agreements. No other conditions apply unless agreed upon in writing.

**1. Applicable law, position of the customer, content of the agreement**

1.1 The object of the agreement is exclusively the rental of the Motorhome. The lessor does not owe any travel services and in particular no travel services as a whole.

1.2 In the event of a booking, an agreement is reached between lessor and the renter(s) which is exclusively subject to Greek law, namely primarily the provisions of this agreement – and in an auxiliary capacity the legal regulations on rental agreements. Several renters are liable as joint debtors.

1.3 The legal provisions on package holiday agreements, do not apply either directly or indirectly to the contractual relationship. The renter organizes his journey himself and is personally responsible for his use of the vehicle.

1.4 The collection and return report to be completed in full and signed by the renter and the Lessor also forms an integral part of the rental contract.

**2. Minimum age, driving license**

The renter and drivers must be at least 23 years old. A driving license class B is required. Drivers must have held a driving license for a minimum of 3 year.

### **3. Rental charges, insurance**

3.1 Rental charges are based on the prices given in the price list valid on the date of the agreement unless a special price has been agreed and the rental price agreement is not based on an obvious error. Each day is charged according to the season in which it falls.

3.2 In case of loss, theft, confiscation, collision or any major damage to the camper, the renter will immediately consult Lessor.

3.3 Renter is obligated to inform Lessor about any defects and damages caused during the rental period when returning the camper or at the moment when noticed if it has possible impact for next renter.

3.4 Lessor is not obligated to defend the amount of damage. If they wish, the renter is permitted to provide secondary estimates at own cost.

3.5 Missing parts of the inventory can be charged to the renter and deducted of the security deposit.

3.6 If the security deposit is not sufficient to cover all costs, replacements of inventory and damages, the renter has to pay the extra amount immediately in cash, card or bank transfer.

3.7 The rental charges include: Fully comprehensive cover with a maximum excess amount of 1.500€ per damage claim. The camper has full third party coverage, fire, terrorist act, death or injury, unlimited mileage, maintenance and repairs for normal wear and tear, gas, and biodegradable toilet chemicals. Fuel and other running costs are to be paid by the renter.

3.8 Not included with Collision Damage Waiver (CDW) are: undercarriage, wheels and tires, windows and mirrors, pop-up roof, canvas walls in the pop-up roof, solar panel (on pop-up roof), bike rack, bikes, lost keys, all interior damages, multimedia screen, awing and personal belongings.

The above shall be compensated by the tenant in the full amount of the cost of the damage caused through their fault.

3.9 The vehicle will be handed over with a full tank of fuel and should be returned in the same state. Otherwise a flat charge of €20 gross plus the current price per liter will be due in addition to the fuel costs for filling up the tank.

3.10 Daily charges are charged for a 24-hour period from pick up time on the first day of rental. The rental costs cover the time from the receipt of the vehicle to the return to the point of receipt. One-way rentals are only available on request and for a fee. The return of the vehicle must be done before the agreement time that refers to the rental contract at no extra charge.

For return after the time that refers to the rental contract, you will be charged a full day rental and any compensation claims will be transferred to you by other tenants due to delays in the delivery of the vehicle. In general, there is no consent of the Lessor to an automatic conversion to an indefinite lease if the use continues.

3.11 If the vehicle is returned before the end of the agreed rental period, the full rental charge as stated in the agreement is to be paid, unless the vehicle can be rented out to other persons. In accordance with the valid price list at the time, the prescribed minimal rental period during certain seasons is to be observed. A one-off service charge is payable once per rental.

3.12 All insurance becomes void while driving under the influence of drugs, alcohol, (prescribed) medicine or any other kind of substance that causes a negative influence while driving. In that event the renter will be liable for all damages.

3.13 If the camper is confiscated by any Legal authority due to any illegal activity such as robbery or transporting drugs, with or without the renter's knowledge, the renter will be obligated to pay all material damages incurred by the lessor. In the event that the camper is confiscated, the renter will pay for all legal and all other costs to have the camper returned to the Lessor.

3.14 If the renter refuses to pay for camper damages, traffic violations and other incurred and relevant costs to the Lessor's property, all legal fees and court expenses incurred by the Lessor to recover condition of camper will be charged to the renter.

3.15 Road assistance is included. It is not possible to provide Roadside Assistance services on paths, rural roads or roads not accessible by vehicle. Road assistance doesn't cover for immobilizations of the insured vehicle in sand, snow or mud. The cost in that case will be 500€ penalty.

3.16 The renter is liable for all fees, charges, fines and penalties charged to the lessor in connection with the use of the vehicle, unless they are caused by the fault of the lessor.

3.17 In case of damages because of false or misleading information, renter is fully liable.

#### **4. Reservation, Cancellation and Rebooking**

4.1 Motorhome reservations are only binding after written confirmation by the Lessor.

4.2 Upon receipt of written confirmation, the initial payment of 30% of the total amount (bank transfer) must be made within 48 hours. The remaining 70% of total cost must be paid 8 weeks before check-in. The reservation is then binding on both parties. If the payment is not made within this period, the lessor is no longer bound by the reservation.

4.3 If the renter withdraws from the binding reservation, the following cancellation fees are due:

- More than 6 months before check-in: Free of charge

- From 6 months to 8 weeks before check-in: 30% cancellation fee will be charged on total cost
- 8 weeks till check in date 70% cancellation fee will be charged on total cost (\* In case of a problem occurring please let us know and we can help you by providing a 12-month voucher for you to use in our RV)

4.4 The reservation confirmed to the renter can be rebooked by the renter up to 30 days before the agreed commencement date of the rental period, provided that other dates are available. Any cancellation fee is always calculated on the basis of the first confirmed reservation. Later rebooking are, if at all possible, only allowed following cancellation according to the conditions under clause 4.3 and subsequent new booking.

4.5 If one of the parties is not living up to its obligations, the other party has the right to cancel the agreement without legal interference. Cancellation can be done in writing or by email. Cancellation will not occur where the short coming is of such a small detail that cancellation is not warranted.

## **5. Payment conditions, Security Deposit**

5.1 30% of total cost will be charged with the booking confirmation

5.2 70% of total cost will be charged 8 weeks before check-in

5.3 By mutual agreement we accept payments on arrival of the total rental fee or of the balance amount. Payments can be made by debit card (POS) or credit card (Visa, Mastercard). Security deposit of 1.500€ must be paid by credit card (or pre-charged) on arrival. In case that security deposit can't be paid by credit card, paid can be done by bank transfer one week before the check in. The credit card used for the payment or deposit must belong to the owner-driver. You cannot use a third party's credit card, even with their consent, as this would violate the terms and conditions of any credit card company.

5.4 The security deposit is returnable on return in proper condition and after final invoicing by CAMPERFAMILY (CONSULTEX L.P.). All extras will be deducted from the security deposit on return of the vehicle.

5.5 If the renter falls into arrears with his payment obligations, interest on arrears will be charged according to the valid statutory regulations. The renter can provide evidence of lower damages from arrears.

## **6. Liability, Fully Comprehensive Insurance Cover**

6.1 Should the vehicle be lost or damaged, or the contract be breached, the renter is generally liable under the terms of the general liability regulations.

6.2 The parties to the agreement agree to waiver liability within the scope of a motor vehicle insurance policy with an excess of 1.500€ (third party insurance). The renter is only liable for damage within the scope of the waiver of liability if he/she or his/her agents have not caused the damage through gross negligence or intent. The renter is also liable for damage:

a. If he/she fails to submit notification of the damage to the rental company by the required deadline, submits notification of the damage in incomplete form or containing incorrect details as required of the renter in accordance with subparagraph 8;

b. If he/she or his/her agents have failed to stop after an accident, have failed to report an accident to the police or have given incorrect details concerning the circumstances of an accident, insofar as this is detrimental to the legitimate interests of the rental company in ascertaining the details of the damage, and this breach of duty is due neither to intent nor to gross negligence. In the case of a grossly negligent breach of these obligations, the waiver of liability remains in force insofar as the breach of these obligations has influenced neither the ascertainment of the extent of the insurance liability by the rental company's insurer nor the assertion of damage claims.

6.3 The waiver of liability does not apply to the agreed excess. It applies only for the rental period.

6.4 The renter and his/her agents are personally liable for traffic offenses and breaches of regulations. The rental company is exempted from liability for any costs and fees incurred.

6.5 Damage to brakes, operational damage and simple breakages are not accident damage. An agreed waiver of liability under the terms of subparagraph 6.2 does not apply to damage of this nature. This applies in particular to damage caused by payload shifting.

6.6 The regulations apply to the authorized driver as well as to the renter. The contractually agreed waiver of liability does not apply to any unauthorized driver of the vehicle.

6.7 In a condition meeting all legal demands, unless the lessor is not capable of presenting the camper because of a late return from a previous renter or because of any unexpected damage which results in the camper not meeting Legal demands on time.

6.8 Lessor is not responsible nor accountable for any material or immaterial damage to the renter or their company due to the use of the camper, or because of any mechanical defects or collision.

## **7. Record of Return, Cleaning, Reporting Faults, Prohibition of Assignment**

7.1 The renter is required to return the vehicle in the condition stipulated in the contract. The rough cleaning is carried out by the renter. This includes, emptying the fridge, the toilet and the greywater, disposing of garbage, cleaning surfaces. Fine cleaning is done by the owner. This includes for vacuuming and cleaning the outside of the vehicle.

7.2 The renter is required to report to the place of hire any faults in the vehicle or its fittings discovered immediately after the rental period has begun.

7.3 The renter may not make claims of any sort if the faults justified by such claims are not recorded in writing and in detail in the return checklist.

## **8. Procedure in the Event of an Accident**

8.1 In the event of an accident, fire, theft, damage caused by game or any other damage, the renter is required to report the matter to the police immediately. Claims of opposing parties must not be recognized.

8.2 Further, the renter's required to notify the rental company of the accident in advance without delay. He is also required to inform the rental company in as much detail as possible of the circumstances of the accident, without delay using the accident report to be found with the vehicle documents and to be filled out as fully and as carefully as possible so that the rental company can fulfill its obligation to report the accident to the insurer within one week of the accident.

## **9. Repairs**

9.1 Damage claims for faults existing before the contractual agreement was concluded and for which the rental company is not responsible will not be recognized.

## **10. Authorized Drivers**

10.1 The vehicle may only be driven by the renter himself/herself and those drivers named in the rental agreement, insofar as they are of the legal minimum driving age and in possession of a driving license under the terms of subparagraph 2.

10.2 The renter is required to record the names and addresses of all drivers to whom he/she gives the vehicle, including for any temporary period, and to inform the rental company of these on request. The renter is responsible for the actions of each driver, including his/her own.

10.3 The tenant bears full responsibility for the actions of any driver, including their own.

## **11. Prohibited Use**

11.1 The renter is not permitted to use the vehicle: to take part in any motor sports events or vehicle tests; to transport flammable, poisonous or any other dangerous materials; to commit customs or any other criminal offenses, even if these are only punishable according to the law of the place where they were committed; for subletting; for other uses beyond and above the contractually agreed use, in particular on land not designed for driving. Driving off-road is not allowed, the cost in case of off-road driving will be 500€ penalty.

11.2 The vehicle is to be treated carefully, used for the purpose for which it is designed and to be duly locked. The regulations relating to use of the vehicle and technical rules are to be observed and maintenance intervals adhered to. The renter undertakes to carry out regular checks to ensure that the vehicle is in roadworthy condition.

## **12. Smoking Ban**

12.1 Smoking inside the vehicle is not allowed. In case of smoking inside the vehicle must be paid an extra charge of 150€ for biologically clean.

## **13. Collection, Return**

13.1 The renter is obliged to participate in a thorough introduction to the vehicle in the meeting point before the journey begins, and to follow return procedures together with the Lessor.

13.2 Pick-ups and drop-offs are made at the meeting point, any working day, during working hours. Unless there is another written agreement with the corresponding charges.

13.3 The Lessor can withhold the vehicle until the detailed introduction to the vehicle has been carried out. Any costs arising from delays in the return are paid by the renter.

## **14. Replacement Vehicle**

14.1 In the event of unforeseen circumstances where a reserved camper cannot be made available, the Lessor will repay rental fees and security deposit. The Lessee has no right to any damage claim whatsoever. Lessor will attempt free of charge to arrange any kind of accommodation for the renter, at renter's expense.

## **15. Travelling Abroad**

15.1 For trips outside the Greek borders, you must obtain the prior permission of the Lessor and receive special insurance. Travel to war or disaster zones is prohibited.

## **16. Exclusion Date, Statute of limitations**

16.1 Claims due to non – fulfillment of the rental according to the terms of the contract must be made in writing by the renter within one month after return of the vehicle to the Lessor as stated in the agreement. After expiry of this period, claims can only be assertive failure to adhere to the date is not based on fault.

16.2 Contractual claims to the renter, also those arising from the breach of pre – contractual, post – contractual and incidental obligations by the Lessor fall under the statute of limitations in six months after the return stated in the agreement. If the renter has asserted such claims, the prescriptive period is suspended to the day on which the Lessor rejects the claims in writing.

16.3 The assignment of claims from the rental agreement to third parties, also to spouses or other fellow passengers, is excluded, as is the assertion of such claims in the renter’s own name.

## **17. Storage and Passing on of Personal Data**

17.1 The renter consents CAMPERFAMILY (CONSULTEX L.P.) storing his personal data.

17.2 The lessor may pass on these data via the central warning ring to third parties having a justified interest, if the information given for rental is incorrect in important points or the rented vehicle is not returned within 24 hours after expiry of the rental period (including any agreed extensions) or rental claims have to be asserted by means of legal collection proceedings or if cheques issued by the renter are not honored or bills of exchange are protested. In addition, data can be passed to all authorities responsible for the pursuit of infringements and criminal offences if the renter has acted dishonestly or sufficient grounds exist. This applies, for example, to the provision of false information for rental, presentation of false personal documents or those reported as lost, failure to return the vehicle, failure to give notification of a technical defect, traffic offences and the like.

17.3 For security reasons, the company has installed a GPS tracking system in the vehicle.

## **18. Place of jurisdiction**

18.1 In case of dispute, Greek law upheld in the court at Heraklion, Crete applies. For all disputes arising from or over this agreement, the place of jurisdiction is agreed as the registered office of the lessor provided that the renter has no general place of jurisdiction in the country or after conclusion of the agreement moves his place of residence or usual place of abode abroad or his place of residence or usual place of abode is not known at the time

the action is filed, if the renter is a trader or a person as defined in 38 para. 1 ZPO (Greek Code of Civil Procedure).

## **19. Final Provisions**

19.1 All agreements must be made in writing. Should any individual provision of this contract be or become void, illegal or unenforceable, the validity of the remaining provisions hereof shall not be affected. Any invalid provisions are to be reinterpreted so that they fulfill the purpose intended. Mandatory regulations remain unaffected and are agreed as such. Rental of a Motorhome is based on a rental agreement and not on any bundled services (travel services).

**Camper Family  
Consultex E.E.**

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