

Rental Terms & Conditions

This Rental Terms & Conditions regulates the rental conditions between the Rental Firm, and the client, identified by a valid driving license, copy of which is attached to the contract hereinafter referred to as the Hirer, and it is ruled by all the general and special conditions described in this agreement, unless there is any written derogation or alteration.

1- Rental Duration

- a) Rental days are calculated on a 24hour period, counting this as one day.
- b) The minimum rental period is 3 days.
- c) Late Pick-ups or Earlier Drop-offs do not entitle the customer to any refund of the unused portion of the rental.
- d) After-hours pick-ups or drop-off's are subject to an extra fee of 30€ (between 07.00am – 09.00am or 18.00pm - 23.00pm) or 50€ (other periods) to be paid at the pick-up time.

2- Delivery and Return of the vehicle

- a) The customer acknowledges having received the Vehicle in a clean condition and with all of the features working.
- b) The customer will return the vehicle in a clean condition, with the tank in the same level, and with all of the vehicle's features operating in a normal way, on the return date, time and location set out in the Rental Agreement. Failure to meet these criteria will result in extra charges to the customer.

3- Office Hours

- a) The Rental Firm operates 7 Days per week, from 09:00 to 18:00.
- b) the Rental Firm requests that for pick-up and drop-off, if not on a Late/Early Fee, to be at the office by 17:30.

4- Change of drop-off destination

- a) If the customer wishes to change the drop off location, they must first obtain authorization from the Rental Firm Reservations Staff.
- b) Subject to the change being approved, an additional charge of up to 150€ may apply, which will be notified to you at the time of approval and is required to be paid immediately via credit card.
- c) The fee applies to all cases, irrespective of the reasons behind the location change.

5- Late Drop-offs

- a) If the customer wishes to drop-off the vehicle after the arranged hours for the drop-off, they must first obtain authorization. Failure to obtain authorization and deliver the van at the hours agreed in the Rental Contract will result in an extra daily fee of the triple daily rate, to be paid immediately upon the drop-off.
- b) The customer will be required to pay an extra day's insurance (based on the insurance option selected), as they will be held responsible for the vehicle up until the time that it is checked in by a staff member of the Rental Firm.
- c) Returning vehicles 30 min later than the agreed time will be charged for at the rate of 30€.

6- Rental Extension

- a) If the customer wishes to extend the rental period, they must first obtain authorization from the Rental Firm. This is subject to availability and the extra cost for the added period must be paid by credit card on the confirmation of the rental extension.
- b) Failure to obtain authorization, and to deliver the vehicle on the day agreed on the contract will result in a Late-Fee of the Triple daily rate (plus, the Insurance Option), for each day until the vehicle is returned. This fee must be paid upon drop-off of the vehicle.

7- License

- a) A vehicle driver's license is required and must be presented upon vehicle's collection and signing of the rental contract.
- b) To have a correct license to drive in Europe is the responsibility of the Hirer and the driver if it differs.
- c) The Hirer should be older than 18 years old.
- d) If the hirer is younger than 23 years old, he is obliged to choose the insurance option "extended" or "premium",

8- Use of the Vehicle

- a) The customer agrees that, during the Rental Period, the vehicle will not be;
 - 1) Driven in an imprudent and dangerous way,
 - 2) Driven by a person under the influence of alcohol or drugs,
 - 3) Left with the key on the ignition, while unoccupied,
 - 4) Damaged by submersion in water, contact with salt water, driving through flooded areas, beach driving and dirty roads.
 - 5) Used for any race, contest or any illegal activities,
 - 6) Used to tow any vehicle,
 - 7) Used to carry passengers or property for hire or reward,
 - 8) Used to carry more persons than what is permitted by law
 - 9) Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material,
 - 10) Used for the purpose of transporting and haulage goods other than what might be reasonably expected of a leisure rental.
- b) The customer should not make any alterations or additions to the vehicle, without prior written consent from the Rental Firm.
- c) The customer will not allow any animals to be carried in the vehicle, excluding registered guide dogs.
- d) The customer should take all reasonable steps to properly maintain the vehicle, including, daily checks of the Oil, Water and Batteries, and will contact the Rental Firm if vehicle warning lights indicate any potential malfunction.
- e) Any of the devices (including the cooler) can be connected to the battery, for more than 12 hours in a row, without being charged at least one day in camping places or in other 220 V sources. Any consequence that results from this will not be the Rental Firms responsibility.

9- On-Road Assistance

- a) Any problems associated with the vehicle, including equipment failure, must be reported within 24 hours in order to give the Rental Firm the opportunity to rectify the problem during the rental. Failure to do so may compromise the Rental Firms responsibility.
- b) This service covers any technical malfunction of the vehicle arising from a manufacturing or material fault that directly renders the part concerned unfit for operation during the warranty period. Please note that the following are not generally covered:
 - 1) The vehicle running out of fuel,
 - 2) The keys being locked inside the vehicle or lost,
 - 3) Flat batteries caused by incorrect usage of the batteries and/or incorrect usage of any equipment that requires batteries to operate,
 - 4) A breakdown caused by damage caused in an accident
 - 5) A breakdown caused by willful neglect
 - 6) Problems related to bad use of the key (e.g. humidity in the key).
- c) the Rental Firm provides 24hr on Road Assistance support, outside office hours (including weekends and public holidays) some delays may occur. d) Please contact the Rental Firm before you call on-road Assistance, our team will take care of the situation.

10- Title to Vehicle

The customer acknowledges that the Rental Firm retains the title to the Vehicle at all times. The customer shall not agree, attempt, offer or purport to sell, sub-let, lend or mortgage the vehicle to any other party.

11- Protection

The Rental Firm does not accept any liability for personal injuries sustained during the rental period, and recommends that no values should be left in the vehicle, out in the open, while the customer is away from the vehicle.

12- Vehicle Damage / Insurance Options

- a) The vehicle is insured against third party vehicles and property damage;
 - b) The customer will have to pay a liability in respect of any damage incurred while in possession of the vehicle;
 - c) The liability may be reduced, by taking out an Insurance Option
- 12.1) If the customer breaches any of the conditions of the clauses in the contract, any insurance option will be void, and the customer would be responsible for the total cost of any damages.
- 12.2) If the basic Insurance is taken, the customer is responsible for a maximum deposit of 2000€, to cover the costs of any possible damages. The Rental Firm has the right to block part or the all amount of this value on the credit card associated to the hirer.
- 12.3) If an Extended Insurance is taken, the customer is responsible for a maximum deposit of 500€, to cover the costs of any possible damages. This Insurance includes unlimited tire and windscreen cover, for accidental damage, allows the hirer to drive in Spain and two drivers are allowed to drive the vehicle. The Rental Firm has the right to block part or the all amount of this value on the credit card associated to the hirer.
- 12.4) if a Premium Insurance is taken, the customer will not have to pay a Deposit, and would be liable for the costs of any possible damages, until a maximum of 250€. This Insurance includes unlimited tire and windscreen cover, for accidental damage.

13 – Exclusions

The customer acknowledges that they are responsible for all costs of the following damage, irrespective of the Insurance that may have been taken. Damage identified below is specifically excluded from any Insurance Option:

- a) Any damage due to vehicle, when in breach of a clause in the contract,
- b) Any damage caused by willful conduct, influence of alcohol or drugs;
- c) For any loss/damages to personal belongings, as well as stolen personal belongings;
- d) If the customer is deemed by local authorities to have been careless, negligent or willful in failing to abide by local road rules, resulting in damages to the vehicle, or third party property.
- e) The cost to retrieve or recover a vehicle from any restricted area, submerged, trapped, or abandoned.
- f) The cost to replace keys which have become lost, stolen, or locked inside the vehicle.
- g) Drivers not identified in the Rental Contract, or Drivers with a canceled/expired driver's license.
- h) For any cost associated with the incorrect use of fuel (Diesel Only)

14- Vehicle Security Deposit

- 14.1) On pick-up the customer agrees to pay the Deposit and acknowledges the Rental Firm to deduct the amount of the deposit, according to the insurance option taken from his Credit Card, as well as the details and a Copy of the Credit Card.
- 14.2) If the customer does not pick an Insurance Option, the customer won't have Passenger insurance, windscreen cover, it will only be allowed 1 driver and the liability bond and deposit is 2000€.
- 14.3) If the customer opts for an Extended Insurance, the customer will have Passenger insurance, Windscreen cover, multiple drivers allowed, and the liability bond and deposit is 500€.
- 14.4) If the customer opts for a Premium Insurance, the customer will have Passenger insurance, Windscreen cover, multiple drivers allowed, and the liability bond 250€, and an imprint of the customer's credit card will be taken for the required vehicle security deposit.
- 14.5) The vehicle deposit is fully refundable, provided the vehicle is returned on time, to the correct location, undamaged, in a clean condition and with the same level in the fuel tank.
- 14.6) The Rental Firm reserves the right to retain a 50€ cleaning fee if the vehicle is not returned in a clean condition. The wastewater tank should be emptied, cutlery and dishes cleaned, and the cooler turned-off with no food inside.

15 – Payments

- 15.1) If a credit card or debit card is presented as payment, the credit or debit card holder, will be liable as a customer.
- 15.2) The following Credit or Debit Cards will be accepted: Visa, Visa Electron, MasterCard, and American Express. A non-refundable 3% administration fee will apply to Credit Cards, a 2.5% administration fee will apply to Debit Cards and a 4.6% administration fee will apply to American Express Cards.
- 15.3) When payment is made by credit or debit card, the customer also agrees that the Rental Firm is authorized to charge any further amounts that may arise such as freedom camping, parking tickets, traffic offence penalties, and High-way payments through Via Verde.

15.4) The customer acknowledges that all transactions will be done in Euros €, and due to exchange rate fluctuations and bank fees there could be some variance between the amount initially debited against the customer's credit or debit card and the amount refunded. The Rental Firm accepts no liability for any such variation.

- 15.5) The hirer has to be the first driver and the owner of the credit card provided.
- 15.6) the hirer has to provide the credit card information in all of the Rental Firm rental agreement.
- 15.7) Besides the payment to confirm the reservation, the Rental Firm does not accept any payment in cash and is allowed to rejected any other payment method besides credit card.
- 15.8) When giving his credit card, the hirer/cardholder accepts that the Rental Firm, in accordance to the rental agreement conditions, can charge him any amount on his credit card until his liability agreed in this contract.
- 15.9) All the small costs that the Rental Firm is responsible should be paid by the hirer after agreed with the Rental Firm. In the end of the rental and when the invoice is presented with the Rental Firm invoice number, the payment will be done to the credit card provided until the 15 days after the end of the rental agreement.

16- Cancellations

a) If a booking is cancelled, outside the cancelation period there will be a cancellation fee. The cancellation fees are as follows:

1. If cancelled up to 30 Days prior to pick-up : No Fee
2. If cancelled from 29 to 15 Days prior to pick-up : 50% of the total,
3. If cancelled up to 14 Days prior to pick-up: 100% of the total booking value.

17 – Customer Warranties

The customer warrants that all information supplied by them to the Rental Firm in connection with this agreement is the truth.

18 – Agreement and Charges

- a) This agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or arrangements between the parties relating to the subject matter of liable as Customer.
- b) The charges will be calculated in accordance with the the Rental Firm table charges.

19- Vehicles and brands

- a) The Rental Firm is responsible to manage the brand the Rental Firm and represents the brand Surf-Cars In Portugal.
- b) The company can decide what is the campervan and the vehicle brand that will allocate to which customer and the design may vary according to the Rental Firms availability,

20 - Reservations

- a) A vehicle will be considered booked when the hirer pays 20% of the total booking by credit card in our website, by transfer to one of the Rental Firm bank accounts or via PayPal.
- b) The hirer, when doesn't pay by credit card, has the obligation to provide all the credit card information in order to confirm his booking.

21 – Via Verde (toll)

- a) The use of the device "Via verde" will be charged in 20€ for Administrative Toll fee, plus the amount charged in the highways plus VAT.
- b) This value will be charged in the credit card after the end of the rental period and the hirer accepts that condition.
- c) If Via Verde is not used, nothing will be charged regarding this specific product.

22 – Relocation

Every booking with a different pick-up and drop-off location will be charged for at a cost of 110€.

23 – Service Charge

Every booking is charged with a 50€ service charge, that covers airport transfers, bedding sheets, camping gas, 24 hour road assistance, basic insurance and campervan preparation.