

LEGAL TERMS AND CONDITIONS TOPCARAVANING

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Motorhome Rental Contract

Last update: August 20, 2026

Parties to the Contract

- **Lessor (the Company):** NÁUTICA Y CARAVANING ORLY, S.L., with CIF B-50148154, registered office in Zaragoza (Pol. Ind. Centrovía, C/ Panamá 8, 50198 La Muela, Zaragoza). Hereinafter, **the Company**.
- **Lessee (the Client):** A natural person aged 26 or older, holding a valid Type B driving license (minimum 2 years of seniority) whose details appear in the reservation contract. Hereinafter, **the Client**.

Both parties, recognizing each other's legal capacity to contract, agree to the following General Rental Conditions for the motorhome identified in the reservation.

1. Object of the Contract

The object of this contract is the rental without a driver of a motorhome owned by the Company to the Client for private use for tourism or leisure purposes. In exchange for the payment of the agreed price and the acceptance of these conditions, the Company grants the Client the temporary use of the vehicle during the period agreed upon in the reservation. In no case is the ownership of the vehicle transferred, which remains the property of the Company.

The reservation confirmation will be sent by email to the Client after making the first payment. Said confirmation includes the summary of the reservation and constitutes a valid document of the rental contract. The online acceptance of these general conditions by the Client constitutes their express consent and is valid as a signature. Once the second payment is made, the Client will receive a new confirmation email of full payment.

In the case of reservations made through external platforms, the Client accepts that, in addition to the general conditions of said platforms, they must respect the specific conditions of Topcaravaning. These will be provided in advance of the vehicle delivery and must be expressly accepted by the Client before collecting the vehicle. On the day of the vehicle delivery, the physical contract will be signed with the final details of the reservation.

2. Rental Duration

The rental period begins and ends on the dates and times indicated in the reservation confirmation. The collection and return of the vehicle will take place at the location and time agreed with the Company, according to the reservation.

- **Extension of the rental:** Any modification of the dates or times initially agreed upon (by extension or reduction of the period) must be previously authorized by the Company in writing. Lack of authorization will imply considering the use of the vehicle outside the contracted period as unauthorized.
- **Early return:** If the Client decides to return the vehicle before the end date/time of the contract, they will not be entitled to a refund for the unused days, unless expressly agreed otherwise.

- **Delay in return:** The Client commits to returning the motorhome punctually on the stipulated date and time. In case of unauthorized delay in the return, the penalties established in this contract will be applied. The failure to return within the agreed term will be considered unauthorized use of the vehicle, authorizing the Company to take appropriate legal measures to recover it.

3. Rental Price and Payment Methods

The total price of the motorhome rental is established according to the current rate of the Company based on the duration of the rental, the vehicle model, and the additional services contracted, as detailed in the confirmed reservation.

- **Rental payment:** Unless expressly agreed otherwise, the rental amount must be paid in advance and in its entirety before the delivery of the vehicle. The Company requires an advance reservation payment of 30% at the time of confirming the reservation, and the rest will be automatically charged to the card with which the first payment was made, 45 days (Basic Cancellation) or 15 days (Superflex Cancellation) before the start of the trip. In any case, the motorhome will not be delivered if the Client has not fully paid the rental within the stipulated periods.
- **External platforms:** In the case of reservations made through external platforms, the payment conditions will be subject to the policy established by said platforms, without prejudice to these general conditions being applicable in everything else.
- **Promotions and discounts:** Promotions and discounts are applied only at the time of making the reservation and are not cumulative, unless special conditions are expressly indicated by the Company. There are automatic discounts for long-term rentals, which are integrated directly into the price shown during the reservation process.
- **Accepted payment methods:** The Company accepts credit or debit cards as standard forms of payment (consult other methods). We accept Visa or Mastercard.
- **Services Included and Expenses:** The rental price includes a unique Service Fee of €99 which includes unlimited mileage, comprehensive car insurance with a deductible of €1500/€900/€300 depending on the chosen plan, 24h basic roadside assistance, and applicable taxes (VAT). Likewise, basic accessories delivered with the vehicle are included (for example, a standard gas bottle, electrical connection cable, water hose, triangle set, V16 beacon, mandatory reflective vests, and basic cleaning kit).
- **Additional elements:** If additional elements are offered (such as kitchenware, bedding, bike rack, etc.), these are not included in the base price and must be contracted additionally. Their cost will be clearly specified in the reservation details.
- **Expenses not included:** Fuel (diesel and AdBlue or LPG) consumed during the trip, tolls, parking, ferries, traffic fines, or other sanctions derived from the use of the vehicle during the rental are at the Client's expense. The replacement of accessories due to inappropriate use is also not included.

Non-payment: Any non-payment of the agreed amounts will entitle the Company to cancel the reservation for breach by the Client, applying the corresponding cancellation policy.

4. Vehicle Delivery

The delivery of the motorhome to the Client will take place at the agreed date, time, and place, once the contract has been formalized and the rental price and corresponding security deposit have been paid (see Security Deposit section). At the time of delivery, the Company will present the vehicle with up-to-date documentation (registration certificate, technical sheet, ITV, insurance, etc.) and with full levels of fuel (diesel) and AdBlue. In the event that the level is not full, it will be indicated in writing in the delivery report, and the Client must return it with the same level as appears in said document.

The Company reserves the right to substitute the reserved motorhome model for another of equal or superior category at no additional cost to the Client. This change will not entitle the Client to any compensation or claim, provided that the alternative vehicle has similar or improved characteristics and conditions compared to the one initially contracted.

Before starting the trip, the Company and the Client will carry out a joint inspection of the condition of the vehicle, both interior and exterior. The Client declares to receive the motorhome as described, suitable for its use, and undertakes to return it in the same conditions in which it was received (except for normal wear and tear due to reasonable use). The photos shown in the advertisement are indicative; there may be variations in the configuration of the vehicle, always respecting the number of seats and the layout.

5. Conditions of Use and Obligations of the Client

The Client undertakes to use the motorhome in an appropriate and responsible manner. In particular, the following conditions and obligations are established:

- **Authorized drivers:** Only the Client and the persons expressly authorized by the Company in the rental contract may drive the motorhome. All drivers must be present at the time of vehicle delivery, be over 26 years of age, and possess a valid Type B driving license with at least 2 years of demonstrable seniority. It is prohibited to transfer, sublet, or allow the driving of the vehicle by third parties not authorized in the contract.
- **Appropriate and lawful use:** The vehicle will be used only for personal leisure or tourism purposes, always respecting traffic and road safety regulations. It is strictly forbidden to drive under the influence of alcohol, drugs, or any substance that diminishes driving capacity. Likewise, it is not permitted to use the motorhome for illegal activities, transport of dangerous goods, paid transport of persons (e.g., as a taxi or VTC), for participation in sports competitions, or endurance or speed tests.
- It may only be driven on public roads legally enabled for the circulation of motor vehicles. The use of the vehicle on unauthorized paths, trails, forest tracks, beaches, unpaved terrain, rural areas not enabled for circulation, or any other road that is not officially recognized as a highway or public road by the competent authorities is expressly prohibited. The Client will be responsible for sanctions or damages that occur due to unauthorized or illegal use of the vehicle.
- **Care of the vehicle:** The Client must act with diligence in the care of the motorhome. This implies keeping the vehicle properly closed and secure when not on board, using the correct fuels and fluids (see next point), protecting the interior from conditions that may damage it (e.g., smoking inside, not sitting on wet furniture that may

generate moisture, etc.), and in general, treating the vehicle with the same care as if it were their own. They must also follow the instructions for use provided (for example, regarding the use of the pop-up roof, awning, stationary heating, chemical toilet, etc., if any). Any damage or loss caused by negligence or misuse will be the responsibility of the Client.

- **Fuel and AdBlue:** The motorhome uses exclusively diesel fuel (gasoil) and has a separate tank for AdBlue (an additive necessary for the emission control system in modern diesel engines). It is strictly forbidden to introduce fuel into the water tank or water/other liquids into the fuel tank, as well as any substance not indicated (e.g., adding unauthorized additives). Gross negligence in refueling (such as putting gasoline instead of diesel, or confusing the tanks) can cause severe damage to the vehicle; in such a case, the Client will assume all repair costs and a specific penalty.
- **Maintenance during the trip:** During the rental, the Client must control the basic levels of the vehicle (fuel, AdBlue, oil, coolant) and tire pressure, especially on long trips, replenishing what is necessary if applicable. If the vehicle indicates that oil needs to be replenished, Topcaravaning must be consulted before doing so.
- **Vehicle cleaning:** The customer must return the vehicle in the same state of cleanliness in which it was delivered.
- **Tires and other components:** Punctures and wheel changes are only covered if the Premium Insurance has been contracted.
 - **Simple puncture repair:** Only reimbursed with Premium Insurance.
 - **Wheel replacement:** If a damaged tyre must be replaced, the new tyre must be exactly the same brand, model, size, and specifications as the other tyre on the same axle. If a different tyre is fitted, its cost will be deducted from the security deposit if Basic or Advance Insurance has been contracted. If Premium Insurance has been contracted, the cost will not be charged.
 - **Second tyre replacement:** If the workshop determines that, in addition to the damaged tyre, the other tyre on the same axle must also be replaced, the cost of the second tyre will be covered by Topcaravaning. Both tyres must be exactly the same brand, model, size, and specifications as those being replaced. It is mandatory to keep the replaced undamaged tyre in the vehicle.
 - **Cost reimbursement:** To process any reimbursement, it is essential to provide the invoice issued in the name of Náutica y Caravaning Orly, S.L., along with proof of payment.
- **Prohibition of smoking:** Smoking is not permitted inside the motorhome, neither in the cabin nor in the living area. The use of candles, incense, or other elements that produce an open flame inside is also not permitted (except for the installed kitchen equipment which will be used with due caution). In case of breaching this rule and evidence of odor, cigarette butts, or other traces of tobacco, the penalty for special cleaning indicated in this contract will be applied (see Penalties).
- **Pets:** The Client may transport pets at no additional cost. In this case, the Client undertakes to extreme cleanliness and care to avoid damage (scratches, breakage,

odors, hair, etc.). Any damage or special cleaning cost caused by the pet will be deducted from the security deposit in accordance with the established penalty rates.

Pets are not included in the repatriation service under the Roadside Assistance insurance. However, Roadside Assistance may, on a purely advisory basis and without assuming any liability, assist in identifying or facilitating available transport options or alternatives for the pet's return.

- **Territorial scope of the trip:** Unless otherwise agreed, the Client may circulate with the motorhome throughout the territory of mainland Spain and the Balearic Islands, as well as through the member countries of the European Union and other assimilated European countries (Andorra, Switzerland, Norway, Iceland, Liechtenstein, Monaco, San Marino). For trips to other destinations or outside the EU, the Client must obtain express authorization from the Company at the time of reservation, in order to check the insurance coverage and the availability of roadside assistance in said countries. It is forbidden to travel with the vehicle to areas of war conflict or countries declared unsafe, as well as to those countries that are expressly excluded by the insurance policy or the authorities (e.g., currently driving to Belarus, Russia, Ukraine or other territories outside of coverage is not allowed). The Client will be fully responsible for any event occurring outside the authorized territorial scope.
- **Prohibition of modifications:** The Client will not perform any modification, installation, or alteration in the motorhome without the Company's consent and will not perform any repair personally, but will always go to a professional under the prior consent of the Company. This includes not nailing, gluing, or painting elements that damage the bodywork or furniture, nor removing fixed equipment. Any improvement or accessory installed with the Company's permission will remain in the vehicle at the end of the rental, unless otherwise agreed
- **Vehicle load:** It is the Client's responsibility to correctly distribute the load inside, securing furniture and heavy objects during the journey to avoid damage or tipping. It is prohibited to transport illegal substances, weapons (unless with the relevant license), or objects whose transport is regulated without complying with the requirements (e.g., additional butane bottles, fireworks, etc.).
- **Documentation and security elements:** The Client must keep inside the vehicle all the documentation delivered (registration certificate, copy of the insurance, assistance, emergency contact, and technical sheet) and the mandatory security elements (reflective vests, triangles, v16 beacon, puncture kit, etc.). In case of police inspection, they must be shown. The loss of vehicle documentation or keys will entail a penalty for replacement costs (see Penalties section). If the keys are lost and this prevents continuing the trip, the costs of displacement, key copying, or locksmith services will also be borne by the Client.
- **GPS location system:** The Client is informed and accepts that the motorhome may be equipped with a GPS location system for security purposes and assistance in case of emergency or theft. This device allows the Company to know the approximate location of the vehicle in justified situations. The Company will only resort to geolocation in case of need (for example, in case of theft, failure to return within the scheduled period, or grave emergency) and always respecting the current data protection regulations.
- Complying with all these obligations of appropriate use is essential for the continuity of the contract and to maintain insurance coverage. Serious breach of the conditions of

use will entitle the Company to withdraw the vehicle and terminate the contract early, with the consequences indicated in this document

6. Vehicle Insurance and Incidents

The motorhome subject to this contract has comprehensive insurance with a deductible. There are 3 modalities available:

¡La mejor opción!		
Seguro Basic	Seguro Advanced	Seguro Premium
✓ Franquicia: 1.500€ ✓ Fianza: 1.500€ ✓ Garantía Movilidad: Incluida ✓ Kilometraje: Ilimitado ✓ Conductores: +1 ✓ Protección inclemencias tiempo ✓ Reparación de exteriores ✗ Reparación de lunas de cabina ✗ Reparación de ventanas y claraboyas ✗ Protección antirrobo daños vehículo ✗ Protección de neumáticos ✗ Reparación de exteriores: techos y bajos ✗ Reparación de interiores Gratis	✓ Franquicia: 900€ ✓ Fianza: 900€ ✓ Garantía Movilidad: Incluida ✓ Kilometraje: Ilimitado ✓ Conductores: +2 ✓ Protección inclemencias tiempo ✓ Reparación de exteriores ✓ Reparación de lunas de cabina ✓ Reparación de ventanas y claraboyas ✓ Protección antirrobo daños vehículo ✗ Protección de neumáticos ✗ Reparación de exteriores: techos y bajos ✗ Reparación de interiores 15€/día	✓ Franquicia: 300€ ✓ Fianza: 300€ ✓ Garantía Movilidad: Incluida ✓ Kilometraje: Ilimitado ✓ Conductores: Ilimitado ✓ Protección inclemencias tiempo ✓ Reparación de exteriores ✓ Reparación de lunas de cabina ✓ Reparación de ventanas y claraboyas ✓ Protección antirrobo daños vehículo ✓ Protección de neumáticos ✓ Reparación de exteriores: techos y bajos ✓ Reparación de interiores 29€/día

Below is the meaning and coverage of each of them:

- **Deductible:** It is the maximum amount you would assume in case of damage or accident.
- **Security Deposit:** It is the amount that is blocked as a guarantee and released upon returning the vehicle in good condition.
- **Mileage:** There are no kilometer restrictions or extra costs for distance traveled.
- **Weather Protection:** Coverage for damages that the vehicle may suffer due to adverse meteorological phenomena such as hail, heavy rain, or wind.
- **Exterior Repair:** Covers bumps, scratches, or defects on the exterior of the vehicle derived from a traffic incident with another vehicle. It protects the bodywork against the most common damages on long trips. It does not include damage due to negligence on roofs and underbodies.
- **Cabin Glass Repair:** Coverage for damage to windshields and cabin glass in case of breakage at a workshop designated by the insurer.
- **Window and Skylight Repair:** Coverage for damage to side windows, rear windows, and skylights in case of breakage (does not include scratches).
- **Theft Protection Vehicle Damage:** Coverage for damage suffered by the vehicle as a consequence of theft or attempted intrusion. It protects the motorhome against acts by third parties (Does not include personal objects).
- **Tire Protection:** Coverage of damage to tires due to punctures or blowouts.
- **Exterior Repair: Roofs and Underbodies:** Coverage of damage to the perimeter line higher than that of the front windshield and underbodies even if they are not the

consequence of a traffic incident with another vehicle. Does not include damage caused by negligent use.

- **Interior Repair:** Coverage of damage to the interior of the vehicle even if they are not the consequence of a traffic incident with another vehicle. It includes furniture, equipment, and elements of the living area, providing complete protection throughout the rental. Does not include damage caused by negligent use.
- **24/7 Roadside Assistance in Europe:** A travel assistance service is available 24 hours a day, 7 days a week, throughout Europe. Its purpose is to provide support to the insured vehicle and its occupants in the event of a breakdown, accident, flat tire, or any other incident that prevents the vehicle from being driven.

Assistance shall be provided continuously by calling the insurer's phone number indicated in the rental agreement. Roadside assistance coverage is limited; therefore, at the time of requesting the service, the customer must inquire about the applicable coverage and comply with its terms. Any additional costs not covered by roadside assistance shall be the sole responsibility of the customer.

This service includes on-site assistance where possible, towing of the vehicle to a workshop or designated location, or alternatively, repatriation of the occupants to the original Topcaravaning pickup location. These coverages are mutually exclusive, and the customer must choose one of them when requesting the service.

Please note that service availability and response times will depend on the specific circumstances of each incident.

Roadside assistance will only be provided when the vehicle is being used properly and lawfully, in accordance with the relevant clause of the rental agreement. For these purposes, proper use also includes situations where the vehicle is parked or used for overnight stays in locations that are legally authorized and specifically designated for the circulation and/or overnight parking of motorhomes and campervans. Assistance will not be provided in cases where the vehicle is located on unauthorized roads or terrain, or when the incident arises from improper or unauthorized use of the vehicle.

Luggage Handling: In the event of occupant repatriation, passengers may carry luggage within the limits allowed, at no additional cost, by the chosen means of transport. Any additional costs arising from transporting personal belongings shall be borne by the customer. Luggage remaining in the vehicle may be collected by the customer once the vehicle has been returned to our facilities.

This policy covers mandatory civil liability toward third parties and the motorhome's own damages. Below is a summary of the most relevant aspects of the coverage and the obligations in case of an incident:

- **Drivers covered by the insurance:** Only the Client and additional drivers authorized in the contract are covered by the insurance, provided they meet the specified age and license seniority requirements.

Any damage or accident occurring while an unauthorized person or someone who does not meet the requirements is driving will be considered a breach of contract and

may void the insurance coverage, with the Client being responsible for all damages caused.

- **Cases not covered:** The insurance will not cover damages derived from negligent use or use contrary to the rules.

This includes, among others: driving under the influence of alcohol or drugs, participating in prohibited activities (competitions, extreme off-road driving, etc.), deliberate speeding or serious breach of traffic rules, and in general any exclusion reflected in the policy.

It also does not cover the personal objects of the Client/occupants in case of theft or damage, nor the theft of the vehicle if the Client acted with gross negligence (e.g., leaving the keys in or the vehicle open without supervision).

Damages to tires, rims, underbody, and roof of the motorhome will only be covered if they have been the consequence of an accident covered by the policy; in case of isolated breakages due to hitting curbs, potholes, branches, etc., the Client must assume their repair (unless they have contracted Premium insurance).

- **Action in case of accident or incident:** In the event of any accident, collision, overturning, fire, theft, act of vandalism, or damage to the vehicle, the Client must immediately notify the Company (within a maximum period of 24 hours from the event).

In case of an accident with third parties, it is mandatory to complete the amicable accident report or, if not possible due to disagreement, call the police authority to draw up a report.

In said report or statement, the details of the opposing party (name, ID, license plate, insurer, etc.) and possible witnesses must be collected.

The Client must not acknowledge or assume guilt before the other party; limit themselves to gathering the information and communicating what happened to the Company and the insurer.

If it is a theft (of the vehicle or objects inside) or an act of vandalism, an immediate report must be filed with the Police or Civil Guard and a copy of it delivered to the Company.

In the event that all necessary information or data is not provided, the Company may deny coverage and the client will assume all responsibility and associated costs. In case of an incident of any kind (own damages, theft, claim), the security deposit corresponding to the damages will be withheld. When there is confirmation of coverage by the company, the corresponding withheld amounts will be returned. A lack of data or information in the amicable accident report may invalidate the document as evidence before the insurer.

- **Mechanical breakdowns:** If the motorhome suffers a mechanical breakdown or technical failure that prevents circulation, the Client must contact as soon as possible to report the situation with roadside assistance.

The insurance policy includes a 24h roadside assistance service whose telephone number is provided in the vehicle documentation and/or in the rental contract; the Client must call said service to receive help (towing, on-site repair, etc., as appropriate). The Company is not responsible for delays or inconveniences that depend on the assistance company or external circumstances. The Client must not attempt to repair the vehicle on their own without authorization from the Company.

Any unauthorized repair will not be reimbursed and may imply liability for the Client if it aggravates the problem.

- **Immobilized vehicle:** If the breakdown or damage suffered prevents continuing the trip safely, the Company may resolve it as indicated in the Early Termination section, with a proportional refund if applicable.
- **Negligent driving:** Material damage caused to the insured vehicle as a result of driving, accessing, or maneuvering in spaces with duly indicated height, width, length, or weight restrictions (including, by way of example and not limitation, tunnels, parking facilities, underpasses, or similar), when the vehicle's dimensions or characteristics exceed the established limits, shall be considered negligent driving.

Likewise, this shall include damage occurring in situations where, even in the absence of explicit signage or where such signage is insufficient, there are objective circumstances indicating an evident or foreseeable risk of dimensional incompatibility, and the driver has failed to exercise the required level of care. This includes, in particular, prior verification of the vehicle's dimensions, checking available clearance or space, and adopting the necessary precautionary or maneuvering measures to avoid the incident.

Damage to the underside of the vehicle shall also be considered negligence when it occurs as a result of driving on any route not officially recognized as a road or public highway by the competent authorities (including, by way of example and not limitation, unauthorized paths, trails, forest tracks, beaches, unpaved terrain, or rural areas not designated for vehicular traffic).

7. Deductible and financial responsibilities

- In case of **an accident or damage to the vehicle with the Client's fault** the Client must pay the deductible according to the chosen insurance plan. That is, for each independent incident during the rental in which the Client is totally or partially responsible, the value of the deductible will be charged and the Company will cover the rest of the repair cost that exceeds said amount, if any. If the damages are less than the amount of the deductible, the Client will pay the full amount of the repair (limited to that maximum deductible per incident). In the event that, upon return, the vehicle presents multiple damages coming from different events, the deductible will be applied to each event separately.
- **If the Client is not responsible for the damages** (for example, the accident was caused by a third party and it is so stated in the signed report or statement), they will not have to pay the deductible corresponding to that incident, provided that the guilty third party is identified and accepts their responsibility or it is demonstrated by the corresponding procedure. In these cases, the damages to the vehicle will be covered by

the guilty third party's insurance or, subsidiarily, by the Company's insurance without applying a deductible to the Client.

(Note: Initially, the Company could preventively withhold the amount of the deductible until the responsibility for the incident is confirmed; once it is clarified that the Client was not at fault, said withheld deductible will be refunded.)

- Additionally, in case of an incident at the Client's fault, they must compensate the Company for the days of unavailability of the motorhome while it is being repaired. This compensation for immobilization is due to the vehicle not being able to be rented to other clients due to the repair. This concept responds to the **loss of profit** or loss of income of the Company for having the vehicle out of service due to damages attributable to the Client at a rate of €50/day.

8. *Security Deposit*

Before the delivery of the motorhome, the Client must deposit a security amount (deposit) to guarantee compliance with the obligations of this contract and to cover possible damages, penalties, or extra concepts not included in the prepaid price.

- **Amount and method of payment:** The amount of the security deposit depends on the insurance plan contracted (Basic, Advanced, or Premium) and will be specified in the reservation. This amount must be paid by credit or debit card (pre-authorization or charge, according to the Company's policy) at the time of vehicle collection or in the days prior as indicated.
- **Return of the deposit:** Once the vehicle is returned and its condition has been verified by the Company, the process of releasing or returning the deposit will proceed. The Company reserves a period of up to **30 business days** after the return to complete the full verification of the vehicle (including checking for hidden damages, mechanical state, or receiving notifications of traffic fines incurred during the rental).
- **Execution of the deposit:** The Company may use the security deposit to pay for:
 - Repair of damages not covered by insurance or amounts corresponding to the deductible.
 - Penalties for cleaning, delays, or breaches of the conditions of use.
 - Differences in fuel/AdBlue levels.
 - Missing or broken accessories and equipment.
 - Management of traffic fines.

If the amount of the damages or concepts to be paid exceeds the amount of the deposit, the Client remains responsible for the difference and authorizes the Company to charge said amount to the card provided or to claim it by the appropriate legal means.

Additional Security Deposit for Festivals: For rentals where the vehicle is intended to be used to attend festivals, music events, or similar events, an **additional security deposit of €2,500** will apply, regardless of the standard security deposit corresponding to the selected plan. This additional security deposit will be subject to the same payment, refund, deduction, and application conditions set out in this clause.

9. Vehicle Return and Penalties

The motorhome must be returned at the place, date, and time agreed upon in the contract. The return will not be considered completed until the Company has received the keys and documentation, and has carried out the physical inspection.

- **Condition of the vehicle upon return:**
 - **Exterior and Interior:** The vehicle must be returned in good state of cleanliness. If it requires special or deep cleaning (beyond what is reasonable), the corresponding penalty will be applied.
 - **Tanks:** The motorhome must be returned with the fuel and AdBlue tanks full (as delivered). Likewise, the grey water (soapy) and black water (chemical toilet) tanks must be returned completely empty.
- **Table of Penalties and Additional Charges:** The Client accepts the following specific charges in case of breach (VAT not included):
 - **Delay in return:** €30 per hour of delay (after the first hour). If the delay exceeds 12 hours, the penalty will be triple the daily rental rate for each day of delay.
 - **Inadequate interior cleaning:** Up to €250 depending on the state.
 - **Dirty or unemptied Chemical Toilet (Black Water):** €150.
 - **Unemptied Grey Water tank:** €150.
 - **Smoking inside:** €300 for special cleaning and deodorization.
 - **Unfilled Fuel/AdBlue tank:** Cost of the missing fuel + €45 for refueling management.
 - **Loss of keys or vehicle documentation:** €500.
 - **Incorrect refueling (wrong fuel):** €900 (minimum) plus the cost of technical repair.
 - **Traffic fine management:** €45 per fine (the amount of the fine itself is separate).
 - **Unreported damage:** If the Client returns the vehicle with damages not reported during the trip, an extra management fee of €45 will be added to the repair cost.

Notes:

- **The indicated amounts include VAT** (at the current rate) insofar as they constitute re-billing of services or contractual penalties.
- **The penalty for a delay exceeding 12 hours** is calculated per full day of delay (not a fraction), applied once the 12-hour delay is reached. *Example: if it was to be returned at 10:00 and is returned at 23:00 on the same day (13 hours late), 3 times the daily rate for 1 extra day will be applied.*

- **The penalty for incomplete refueling** is applied regardless of the number of liters missing, as compensation for the management and refueling time.
- **In case of loss of keys**, in addition to the indicated penalty, the Client will assume any additional cost if an assistance service or locksmith is necessary to regain access to the vehicle.

These penalties do not exclude the Company from being able to **claim additional damages** if the actual harm caused exceeds the amount of the fixed penalty. Likewise, the application of a contractual penalty is independent of any official fines (e.g., traffic fines) or legal responsibilities that the Client may incur for their act.

Procedure: The amounts of penalties or additional expenses will be preferably deducted from the security deposit. If the deposit does not cover the total amount, or if it has already been returned when the breach is detected (for example, a fine that arrives days later), the Client will be notified and the difference will be charged to the credit card provided or via an invoice to be paid by the Client within a set period.

Non-return of the vehicle / Abandonment: If the Client does not return the vehicle within the agreed period and remains unreachable or refuses to hand it over, the Company may consider the contract terminated for breach and take possession of the vehicle by its own means. In cases of unauthorized retention of the vehicle that could constitute a criminal offense, the Company may file a complaint for misappropriation before the authorities. The Client will assume all expenses incurred by the Company to recover the motorhome (including travel, recovery agents, lawyers, etc.). The vehicle has a GPS security system, which could be used to facilitate its location in these scenarios.

10.Reservation Cancellation Policy

Aquí tienes la traducción íntegra y palabra por palabra al inglés de la sección de política de cancelación:

In the event that the Client needs to cancel the reservation before the start of the rental, the following conditions will apply according to the contracted plan:

Basic Cancellation Option: included in all rentals.

- **Cancellation with more than 45 days' notice:** No fees. 100% of the amount paid for the reservation will be refunded to the Client.
- **Cancellation between 45 and 2 days before the scheduled departure date:** In case of cancellation by the Client within this period, a penalty of 100% of the rental amount will be applied, meaning that no financial refund will be made.
 - Nonetheless, the Client will have the right to request a voucher for 50% of the rental amount, which can be used for a new reservation within 12 months following the scheduled start date of the cancelled rental.
- **Cancellation with less than 48 hours' notice or no-show:** Fees of 100% of the rental. The Company will charge the total amount of the rental without refund, given that late cancellation or non-appearance implies the loss of the rental opportunity.

"SuperFlex" Cancellation Option: Optionally, the Client may contract a SuperFlex Cancellation Plan at the time of reservation, paying a supplement of €9 per rental day. This special plan offers more flexible conditions:

- **If cancelled up to 15 days before departure:** no fees, 100% refund of what was paid.
- **If cancelled between 15 and 2 days before:** 50% of the rental will be charged or, at the Client's choice, they may request a voucher for 100% of the total rental amount (valid for 1 year for another reservation).
- **If cancelled with less than 48 hours or there is a no-show:** 100% fees (no refund, same as in the standard policy).
- **Force majeure coverage** remains the same as in the standard policy (that is, cases of justified force majeure would allow for a full refund even within these periods).

Cancellation by the Company: In the unlikely event that the Company is forced to cancel the reservation before the start of the rental (for example, due to a serious vehicle breakdown, operational impossibility, or force majeure causes), the Client will be entitled to a full refund of all amounts they had paid up to that moment.

In no case will an additional compensation obligation be generated, unless the cancellation is attributable to a willful act or gross negligence on the part of the Company, and it is so established by judicial or administrative resolution.

The Company will try, as far as possible, to offer an equivalent alternative (another vehicle or dates) that the Client may freely accept or reject. If no agreement is reached, a total refund will be issued.

Note: The formalization of the reservation by the Client implies acceptance of this cancellation policy. If the Client wishes to modify their reservation instead of cancelling it (change of dates, vehicle, etc.), they should consult with the Company as soon as possible: an attempt will be made to accommodate the change to the extent feasible, applying, as appropriate, the rates corresponding to the new date or model, or the cancellation conditions if the reservation ultimately cannot be rescheduled.

11. Applicable Law and Jurisdiction

Once the rental has started, the contract may only be terminated before the scheduled date (early termination) under certain circumstances:

- **Serious breach by the Client:** If the Client breaches any of the essential obligations of the contract, it will be considered a serious breach that entitles the Company to terminate the contract early. Serious breaches include, among others: using the vehicle for purposes not permitted or illegal, driving by an unauthorized person, non-payment of the price or security deposit under the agreed terms, intentional tampering with the odometer, refusal to return the vehicle on the agreed date, or the detection of negligent use that endangers the integrity of the vehicle or third parties. In these cases, the Company may demand the immediate return of the motorhome, retaining the amounts already paid for the rental (which the Client will lose, without the right to a refund for unused days) and may claim the pending amounts until completing the total agreed rental, as well as additional damages caused. The Company is expressly authorized by the Client to access and recover the vehicle, even without their

presence, in case of termination due to breach: it may use the spare key or the GPS system to locate and remove the vehicle, without the need for prior judicial authorization, always in a peaceful manner. This case of termination does not exempt the Client from possible legal responsibilities for their breach.

- **Supervening impossibility attributable to the Client due to accident/misuse:** If during the rental period the motorhome suffers an accident and/or serious damage or any incident derived from an action attributable to the Client and said circumstance prevents the continuation of the trip or the normal use of the motorhome, the Client will not be entitled to the early termination of the contract nor to any refund of the amounts paid for the rental, regardless of whether the vehicle remains totally or partially unusable. In these cases, the Client will fully assume the economic consequences derived from said impossibility, including the unused rental days, without prejudice to the additional responsibilities that could correspond to them according to the contract, the insurance policy, the applicable deductible, and current legislation. Likewise, the Company will not be obliged to provide a replacement vehicle or to compensate for additional expenses that the Client might incur.
- **Supervening impossibility not attributable to the Client (irreparable breakdown):** If during the rental the motorhome suffers a serious breakdown or damage not caused by the Client nor by improper use, which makes it impossible to continue the trip with the vehicle and which cannot be solved within a reasonable period, the Client will be entitled to terminate the contract early. In such case, the Company will refund the Client the proportional part of the rental price corresponding to the unused days (calculated from the date the breakdown is notified and the vehicle is delivered/stopped being used). This is the only compensation to which the Client will be entitled for an early termination not attributable to them (in addition to the eventual refund of the security deposit as appropriate); likewise, the Company will not be obliged to provide a replacement vehicle or to compensate for additional expenses that the Client might incur, which are not covered by the roadside assistance coverage.
- **Mutual agreement or force majeure:** Client and Company may, by mutual agreement, decide on the early termination of the rental at any time, setting the conditions of said agreement in writing (for example, agreeing on a partial compensation or refund according to the case). Likewise, if a cause of force majeure occurs that seriously affects one of the parties (for example, a government provision that forces the immobilization of vehicles, a natural disaster, etc.), the contract may be terminated without penalty for the Client, paying only the proportional part of the service effectively enjoyed.

Outside of the previous cases, the Client may not terminate the contract early without incurring the corresponding penalties or economic losses (loss of the amount of unused days, etc.). The Company, for its part, undertakes not to terminate the contract early except for the justified causes collected here.

The early termination due to breach by the Client does not exempt them from assuming their pending obligations: the Company may claim the amounts owed by the Client up to the date of termination (e.g., payment of the remaining rental, insurance deductible if there were damages, penalties, etc.) and the damages caused by said breach.

12. Personal Data Protection

In compliance with the current regulations on personal data protection, the Company guarantees the processing of the Client's data in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation) and Organic Law 3/2018, on the Protection of Personal Data and guarantee of digital rights. Below, the Client is informed of the basic aspects:

- **Data Controller:** NÁUTICA Y CARAVANING ORLY, S.L. (the Company), with registered office in Zaragoza (Pol. Ind. Centrovía, C/ Panamá 8, 50198 La Muela, Zaragoza) and CIF B-50148154. Contact for data protection: info@topcaravaning.com
- **Purpose of the treatment:** The purposes for which we are going to process your data are the following: I) to manage the rental contractual relationship, which includes: formalizing the contract, verifying identity and driving qualification, collecting the corresponding amounts, providing information to the insurer (in case of an accident), processing potential incidents (fines, accidents), and in general guaranteeing the correct fulfillment of the service; II) To comply with the legal obligation of NAUTICA Y CARAVANING ORLY S.L., to provide your personal data to the State Law Enforcement Agencies, for renting a motorhome; III) To carry out satisfaction surveys; IV) to geolocate the position of the motorhome in order to prevent theft; V) to send you a reminder through electronic channels when the date of your reservation approaches; VI) Additionally, if the Client provides their consent, the Company may use their contact details to send commercial communications (for example, offers or newsletters related to motorhome rentals). In no case will automated decisions be made that produce legal effects based solely on the automated processing of your data.
- **Legitimation:** The legal basis for the processing of data is the execution of this rental contract and the fulfillment of the legal obligations of the Company (for example, tax laws regarding billing, traffic regulations that require identifying the driver in the event of an infraction, or obligations derived from the Law on the Prevention of Money Laundering when processing payments, etc.). For marketing purposes, the basis is the Client's consent, which is free and optional, and which may be withdrawn at any time.
- **Recipients of the data:** The Client's data may be communicated to third parties only in these cases: (a) to the insurance company and/or roadside assistance, in case of an accident or incident that requires it; (b) those of us who provide the motorhome rental service are obliged to carry out a documentary record of your personal data and communicate them to the State Law Enforcement Agencies, as established in article 25 of Organic Law 4/2015 of March 30, on the protection of citizen security and Royal Decree 933/2021, of October 26, by which the documentary record and information obligations of physical or legal persons who carry out lodging and motor vehicle rental activities are established; (c) to the competent authorities (Traffic, local police, etc.) in the event that the Company must identify the driver for an infraction committed during the rental, or collaborate in an investigation; (d) to judicial bodies in case of legal conflict; (e) to auxiliary service providers acting on behalf of the Company as data processors (e.g., an agency that processes fines, a computer reservation management service, etc.), always under a confidentiality contract and only for the indicated purposes; (f) to other companies of the group or collaborators, only if it is necessary for the provision of the service (e.g., if the reservation was made through an associated platform). In no case will data be transferred to third parties for purposes other than

those described here, specifically personal data will not be sold to external companies for advertising uses.

- **Data conservation:** The Company will keep personal data for the time necessary to fulfill the purposes of the contract. This means that, as long as a contractual relationship exists, the data will remain active. After the end of the rental, those data that must be kept due to legal obligation will be kept blocked (e.g., contracts and invoices during the years required by tax or accounting regulations, driver identification data during the limitation period for traffic infractions, etc.). Data collected solely for marketing will be kept until the Client requests its deletion or withdraws their consent, or after a certain period of inactivity. Once the responsibilities derived from said legal obligations have expired, your data will be deleted.
- **Rights of the interested party:** The Client can exercise the rights that the legislation confers in relation to their personal data: access (knowing what data of theirs we have), rectification (correcting inaccurate data), deletion (requesting the erasure of data when they are no longer necessary), limitation of processing, opposition to certain processing (for example, to continue receiving advertising) and portability (receiving their data in an interoperable electronic format, or having them transmitted to a third party they indicate). To exercise these rights, the Client must send a request addressed to the Company, either by postal mail (to the indicated social address) or by email (to info@topcaravaning.com), accompanying a copy of a document proving their identity (DNI, NIE, passport). The Company will respond to requests within the legal terms (maximum 1 month, extendable to 2 if complex, informing the interested party).

Likewise, if the Client considers that the processing of their data violates the regulations or their rights, they have the right to file a claim with the Spanish Data Protection Agency (AEPD), at www.aepd.es.

Acceptance of this contract entails that the Client has been informed of this privacy policy and consents to the processing of their data for its execution. In the event that the Company wishes to use the data for additional purposes not covered by this clause, it will obtain the express and independent consent of the Client.

13. Reservation Cancellation Policy

This contract is governed in all its terms by Spanish legislation. In matters not expressly provided for, the Civil Code and other relevant national regulations will apply, as well as specific consumer regulations if the Client acts in the capacity of a consumer.

For the resolution of conflicts or disputes that could arise from the interpretation or fulfillment of this contract, the parties agree to try in good faith an amicable solution in the first instance. If it is not possible, they expressly submit to the jurisdiction of the Courts and Tribunals of the Company's registered office. Nevertheless, if the Client holds the legal status of a consumer, the parties may resort to the courts corresponding to the consumer's domicile, as provided by the regulations for the defense of consumers and users, without the choice of one or another forum being interpreted as a waiver of that which could legally correspond.

Likewise, the parties may voluntarily resort to alternative dispute resolution mechanisms, and there are complaint forms available to clients.

Safeguard clause: If any of the stipulations of this contract were declared null, illegal, or inapplicable by a competent authority, it will be considered as not placed, but this will not affect the validity of the rest of the contract, which will remain in force. The clauses declared null will be replaced or integrated, as appropriate, in accordance with the provisions of the law.

Finally, as proof of conformity, the Client accepts these general conditions. Acceptance is understood to be formalized through the signing of the physical contract or the electronic confirmation of the reservation, both having the same legal validity. The Company and the Client will keep a copy of the contract. **Have a great trip!** 🚗🌴