

1. Clause (Rental Agreement)

The present contract is celebrated between Big Elephant, Unipessoal Lda. owner of "Soul Campers" brand, hereinafter referred to as the Rental Firm, and the client identified on the first clause of the general conditions, hereinafter referred to as Hirer, and it is ruled by all the present general and special conditions described in the contract, except if there's any derogation or written alteration.

2. Clause (Reservations)

1. The minimum rental period is 4 days.
2. To carry out the reservation, the hirer will pay 50% of the global rental amount. This amount will be submitted to cancelling taxes referred on number 6 of the present clause.
3. The confirmation of each reservation will be made after good collection regarding the agreed amounts.
4. To assure the vehicle's delivery on the rental period initial date, the hirer is bound to pay the remaining 50% of the global rental amount, until 15 days before the rental beginning. The lack of payment will be considered as reservation cancellation, submitted to the taxes referred on number 6 of the present clause.
5. If the hirer wishes to make any change to the previous reservation, he should contact the Rental Firm and will submit to the vehicle availability at the moment. The Rental Firm must approve each and any change to the reservation. Any non-approved change results on the reservation cancelation, and submits to the taxes described on number 6, of the present clause.
6. If the Hirer cancels the reservation, the following cancelation taxes will be applicable, in favour of The Rental Firm:
 - a) until 30 days before the rental beginning: no cost for the Hirer;
 - b) between 29 and 15 days before rental beginning: 50% of the amount paid;
 - c) from the 14th day before rental beginning: the total amount paid.

3. Clause (Hirer and additional drivers)

1. The Hirer and additional drivers should have a minimum of 21 years old, at the date of the rental's agreement signature, and be holder of valid class B driver's license (light vehicles). In case of UE non-residents, it's required the international driver's license. It's necessary to present the valid identity document.
2. In case of the number 1 terms un-fulfilment, it will be applicable the cancelling taxes described on number 6 from the reservations clause 2.

4. Clause (Vehicle delivery and return)

1. All deliveries and returns outside of office working hours (Monday to Saturday from 10:00am to 12:00am and from 2:00pm to 5:00pm) are subject to an extra fee of €40,00 (between 7:00am to 10:00am and from 4:00pm to 10:00pm) and €80,00 (between 10:00pm to 7:00am)
2. Late pick-ups or earlier drop-offs not do not entitle the Hirer to any refund of the unused portion of the rental.
3. The rented vehicle is delivered to the Hirer on the agreement's signature date.
4. The Hirer acknowledges that the vehicle in question is on good functioning conditions, clean, and fully prepared with all accessories and five proper tyres, with no detectable apparent defects;
5. The Hirer is bound to keep the vehicle in good maintenance and cleaning conditions (inside e outside), and is committed to return it to the Rental Firm with a full fuel tank and water tank; clean toilet along with all its documents and accessories, on the same delivery conditions and on the agreement's termination date. Any loss or damage in accessories, equipments or spare parts, will be fully charged to the Hirer credit card.
6. The Hirer is bound to return the vehicle on the agreement's term or at its date of resolution in Hirer's office, during Office working hours, unless the parties agree otherwise.
7. If the vehicle is returned in a different place from the one mentioned earlier, the Hirer is responsible for all the emergent damages caused to the Rental Firm.
8. The Hirer is liable for all losses or damages including vehicle theft or robbery, if it's not returned to a Rental Firm employee.
9. The delay of the vehicle's return obliges the payment to the Rental Firm, as penal clause, per day, full or fraction, an calculate amount based on the Rental Firm triple daily rate.
10. If the vehicle presents any defaults as consequence of non-regular and prudent utilization, the Hirer should compensate the Rental Firm for the cost of its reparation.
11. The present agreement will be automatically resolved, without any need of judicial intervention, if the vehicle is used in any terms that constitute a violation of the present agreement.
12. In the above mentioned case, besides contract immediate resolution, the Rental Firm reserves the right to recover the vehicle, at any time, without previous notice, and The Hirer is held responsible for all the charges involved.
13. If, for any reason that is not the rental firm's responsibility, such as a delay by the previous renter, accident, theft, breakdown, or any other situation that compromise the delivery of the vehicle previously reserved, is not possible to proceed to the delivery on the stipulated date, the rental firm will return to the hirer the total

amount already paid. In all these situations the hirer is not entitled to any compensation or refund, beyond the value previously paid for the rental.

5. Clause (Use of vehicle)

1. The Hirer cannot change in any way the vehicle, nor can install accessories and advertising or commercial mentions, without previous written authorization of the Rental Firm, otherwise shall be considered as possessor "mala fide", according to article 1275.º of the Civil Code.
2. The Hirer agrees that will not allow the vehicle to be driven by unidentified persons in the terms of the present contract or in the attached document.
3. The Hirer agrees that the vehicle shall not be used on the following situations:
 - a) To carry goods or passengers as public transportation or other in exchange of any compensation or retribution;
 - b) To use the vehicle in sports competition or training, despite its official nature;
 - c) Drive on roads in poor condition, which put at risk the proper functioning of all component parts of the campervan;
 - d) To carry property in violation of customs and tax rules or any illegal purpose;
 - e) To push or to propel another vehicle or trailer;
 - f) By any person under the influence of alcohol or drugs;
 - g) To carry passengers or property in violation of the vehicle characteristics referred in its respective document;
 - h) Without our prior written consent, use the Vehicle to carry any inflammable, explosive or corrosive substance other than that which has been provided by us;
4. The Hirer cannot sublease, lend or give, fully or partially, by any means, the resultant rights of this contract without specific permission of the Rental Firm.
5. The Hirer is bound to close and lock properly the vehicle, and shall not leave in its interior the respective documents or any other object that might origin theft, robbery or damages.
6. The loss or total or partial destruction of the vehicle documents, or keys, will held the Hirer liable who shall indemnify the Rental Firm for the resultant damages, especially for all costs including Rental Firm administrative expenses.

6. Clause (Rent extension)

1. The vehicle rental contract ends on the agreement stipulated date.
2. If the Hirer desires to extend the rental period, he shall go to the Rental Firm office at least 24 hours prior, and obtain a new contract, extending the rental period. This extension is always submitted to the Rental Firm approval.
3. If the Rental Firm refuses to extend the contract, the Hirer agrees the responsibility of returning the vehicle on the previous stipulated date.

7. Clause (Vehicle maintenance and repair)

1. If the Hirer notices any mechanical fault in the vehicle. He must immobilize immediately the vehicle and contact the Rental Firm, who shall instruct how to proceed.
2. If it's not possible to solve the situation "in loco", the Hirer can make repairs in an authorize service of the brand, according to the Rental Firm previous written agreement and in its terms. The Rental Firm is responsible for all repair expenses.
3. In the event of vehicle immobilization due to mechanical break-down, or accident, and if it's not possible the repair "in loco", the Rental Firm shall send a tow truck to take the vehicle to the rental center. If the vehicle is less than 50 km far from the rental firm center, the Rental Firm will send another vehicle for replacement. If the distance is superior to 50 km, the vehicle and the Hirer will be transported to the rental center, where another vehicle will be delivered.
4. The Hirer is always liable for any expense with tow truck, either in or outside of the country, due to a non-proper use of the vehicle.
5. The vehicle shall be returned perfectly clean both inside (absence of garbage, sand, mud or any other waste) and outside, as it was at the delivery. Otherwise, it will be charged a cleaning fee of €50,00.
6. The chemical toilet shall be returned perfectly clean both inside and outside. Otherwise, it will be charged a cleaning fee of €50,00.
7. Whenever the vehicle is returned with less fuel that it had at the delivery, the Hirer will be charged by fuel difference, in addition of a €30,00 fee, due to the need of employee availability to refuel.
You must make sure that you use the correct fuel (diesel). You are responsible for damage and expenses incurred as a result of using incorrect fuel.
8. It is your own responsibility to maintain oil and water levels, by checking and maintaining to full. It is advisable to do this at every fuel top-up. Failure to maintain appropriate fluid levels may result in engine damage, and will constitute a breach of your obligations under this Rental Agreement.
9. You must stop the Vehicle if any of the instrument panel warning lights, which are intended to indicate the existence of a mechanical problem, light up, or if you become aware of anything else which may indicate the presence of a mechanical problem with the Vehicle.

8. Clause (Insurance)

1. The rented vehicle is covered by compulsory liability insurance under the Portuguese legislation and insurance covering own damages, with a security deposit of €2.000,00 - Option A (Basic)
2. The Hirer may also employ the following option:
 - a) Option B (Free Ride) – By a raise on the daily rate €15,00, the Hirer reduces the security deposit to €900,00. This option allows to travel outside Portugal, have one additional driver and include windows coverage.
 - b) Option C (Safe & Cool) – By a raise on the daily rate €20,00 the Hirer reduces the security deposit to €500,00. This option have coverage to windscreen, tyre and passengers, also allows to travel outside Portugal and unlimited drivers.
3. If the Hirer chooses option A (Basic) or option B (Free Ride), he can subscribe the following coverage's:
 - a) Occupant insurance (€4,00 per day), with the following coverage's: disability €10.000,00; death €10.000,00; medical expenses €1.000,00;
 - b) Windscreen insurance (€30,00) - covers up to one broken window;
 - c) Tyre insurance (€30,00) - covers up to one flat/damaged tyre;
 - d) Extra driver (50,00 per week/ per driver) - enables the vehicle to be driven by more than one person;
4. Insurance for underage driver (€50,00 per week) is applied for under 25 years old drivers.
5. In the event of an accident, the Hirer agrees the following procedures:
 - a) Notify the Rental Firm and police authorities of any accident, theft, robbery or other misfortune, in a maximum of 24 hours;
 - b) Obtain names and addresses of all persons involved as well as witnesses;
 - c) Shall not leave the vehicle without taking every caution and measures regarding its protection and safety;
 - d) Shall not take any responsibility or pled guilty in the event of an accident that might hold the Rental Firm liable;
 - e) Call the Rental Firm immediately and transmit all the details including the accident report prepared by the police authorities;
6. In the event of an accident, theft or robbery, the Hirer is always liable for a mandatory and irremovable security deposit, referring to vehicle's damages, up to the stipulated amount in the insurance subscribed option.
7. Only the Hirer and/or the additional drivers indicated on the rental contract can benefit from the insurance coverage's options subscribed.
8. It is not covered by any of the insurance options, being the Hirer fully liable for all expenses with damaged tyres, broken or damaged rear view mirrors, under the vehicle's body or above the windscreen line, if there's no collision with third parties. If the Hirer hasn't subscribed to Insurance Option C, or the extra windscreen insurance, he will also be liable for its damages.
9. All vehicle damages caused by driving in non-asphalt road are not covered by any of the insurance options and the Hirer will be totally liable for the damages.
10. In the event of vehicle theft or robbery, the Hirer shall notify immediately the legal authorities and notify the Rental Firm along with the respective report and vehicle keys, in a maximum period of 24 hours. Otherwise, all insurance and coverage's will expire and the Hirer is liable for all expenses.
11. Whatever option subscribed, the Hirer is liable for all negligent use of the vehicle.
12. In the event of an accident due to excessive speed, negligent manner, driving under alcohol or drugs, influence or any illegal substance that diminishes driving ability, the Hirer will be liable for all repair expenses and respective compensation for the time the vehicle is neutralized, regardless of the insurance option subscribed.
13. The vehicle is only insurance covered during the contract stipulated duration, unless there's an approved grant extension. The Rental Firm cannot be liable for any accident caused by the Hirer further then to the rental duration, being the Hirer the only liable one.

9. Clause (Security deposit)

1. The security deposit can only be given by credit card (Visa or MasterCard).
2. At the vehicle delivery, the Hirer is required to make a security deposit in proportion of the excess amount, according to the chosen option. This amount will be frozen in the Hirer's credit card to ensure the excess payment in the event of robbery or accident and any other vehicle damage during the rental period.
3. If the security deposit amount is not authorized by the bank or by the credit card owner, the contract cannot be executed and the vehicle cannot be delivered. In this case, there will be no entitlement to the Hirer for reimbursement of amounts paid.
4. The security deposit will be returned to the Hirer at the end of the rental period, after an inspection by a Rental Firm member staff, who shall state the vehicle, is in similar conditions compared to when it was collected. (Up to 10 days after delivery of the camper)
5. In the event of damage detection, the Rental Firm will establish the amount the Hirer must pay, which will be deducted on the security deposit given as a guarantee.
6. If the vehicle is operated in a non-proper way, the Hirer has to cover the repair amount if the resultant damages are superior to the security deposit made.

7. If the damages are not detectable immediately, the Rental Firm has a 15 day period, from the contract termination, to cash or to refund the security deposit or to claim the difference between settlement and the cost of faults or defects.

10. Clause (Payments)

1. The Hirer undertakes the obligation to pay to the Rental Firm, all expenses arise from this contract, at its demand, as follows:
 - a) The rental rate, considering the rental period and the insurance subscribed option;
 - b) Any charge referring to personal accident insurance, windscreen insurance, additional accessories and any other expense according to the Rental Firm price table;
 - c) All duties and taxes that tributes vehicle rental or Hirer's fixed amount for tax refund;
 - d) All the costs supported by the Rental Firm due to the Hirer's payments collection, as consequence of this contract, including lawyer's fees;
2. Each and every unpaid invoice will be added interests according the highest rate as well as a 20% increase as penal clause and compensation for occurred damages;
3. In the event of an accident, the Hirer will pay to cover management expenses, a €50,00 fee.
4. The hirer authorises the Rental Firm to charge all due expenses in the respective credit card.
5. Despite the previous stipulation, the Rental Firm can also demand the Hirer, one or more guarantors.
6. The assigned guarantors, identified on this contract specific stipulation, are the main payers, warrant and respond solidary for any contractual obligations.
7. The guarantors renounce to the discussion benefit regulated in article 639º of the Civil Code.

11. Clause (Infractions)

1. The Hirer is bound to return to the Rental Firm, all the expenses with fines paid as consequence of illegal conduct by the Hirer.
2. In addition to the above, a €20,00 fee will be charge as management cost;
3. If the Rental Firm is summon by any public or private entity to identify the Hirer, this one is bound to pay a fee of €20,00 as management expenses.

12. Clause (Electronic Toll Reader "Via Verde")

1. The electronic toll reader device "Via Verde" allows through the use of an identifier property of the Rental Firm to determine the value of the toll, in order to pursue its recovery under the electronic toll services available in properly equipped for the purpose road infrastructure, being the Hirer solely responsible for full payment of the amount thereof during the term of the contract.
2. The amount use with the electronic toll reader device "Via Verde" in the highways plus 23% VAT will be charged on the Hirer credit card.
3. The Hirer must provide a valid credit card and accept that debts may occur after the end of the contract, since the use of road infrastructure has been taken during the time of this contract.

13. Clause (Litigation)

1. The losing party will be responsible for all legal costs including the other party lawyer's fees.
2. The parties agree on the designated addresses for the purpose of any judicial or extrajudicial summon or notification.
3. In the event of a legal dispute as to the meaning of any terms of this contract, the parties agree that the jurisdiction is the one corresponding to the rental firm.
4. In case of dispute the consumer may resort to Centro de Arbitragem de Consumo do Algarve - Tribunal Arbitral - www.consumoalgarve.pt - Edifício Ninho de Empresas, Estrada da Penha, 8005-131 FARO - Tel: 289 823 135 - Fax: 289 812 213 - Email: info@consumoalgarve.pt

14. Clause (Information and clarification)

The Hirer acknowledges that all the clauses of this contract were clearly transmitted and explained and being aware of this, signs the present agreement.

Client Driver Signature