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WeekendWagen®

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RENTAL AGREEMENT & TERMS AND CONDITIONS

MAG ENGINEERING GROUP SLNE - WEEKENDWAGEN hires the vehicle to you subject to this Rental Agreement and which incorporates these Terms and Conditions and the information and conditions contained on the booking form that you have signed. In making this rental you accept the terms of these terms and conditions and confirm that you will strictly comply with them.

The Rights and obligations contained in these terms and conditions govern your use of our vehicle and are not transferable by you. You acknowledge that the vehicle is owned by us and that any attempted transfer or sub rent of the vehicle by anyone other than us is prohibited and a criminal offence. We permit you to use the vehicle on the terms and conditions of this rental agreement only.

1. Definitions of terms and conditions

'The Vehicle' = The VW Camper Van hired to you under this agreement and includes tyres, tools, accessories, the living equipment and any other replacement or substitute vehicle, which may be provided at the discretion of us

'This Agreement' = the Rental Agreement, the Insurance Motor Rental Agreement and these Terms and Conditions

'Rental Agreement' = Document listing terms of rental which hirer must adhere to

'The Customer/Hirer' = The person or persons signing this agreement

'Security Deposit' = The sum of 750€ which is equal to the insurance excess fee

'Rental Period' means the time that the camper is in the hirers' possession and control.

'Collision Damage Waiver' (CDW) means the additional payment made to WEEKENDWAGEN in order to reduce the potential cost arising from collision to zero.

"MAG ENGINEERING GROUP SLNE" Register company B91926394, using a commercial name of WEEKENDWAGEN

2. Booking

Fill the online Booking form or send us an email. Once we have received a non-refundable 200€ booking deposit, booking form, the signed terms and conditions and complete the insurance form, we will send you a booking confirmation with all the dates and details outlined on it, and this contract shall have effect.

The full hire balance will be due 6 weeks prior to hire date. If full payment has not been made by this time, WEEKENDWAGEN reserves the right to cancel the booking and has no obligation to make any refund of booking deposit.

For Bookings made less than 6 weeks prior the hire date, full payment must be made at the time of booking.

A Security Deposit of 750€ will be taken on collection and refunded 2 week after safe return of the van.

Drivers must provide 3 separate Proof of identity on Collection. Driving licence (no copies of licences will be accepted), passport plus a utility bill or bank statement no more than 3 months old, showing the Hirer's current address. If you fail to bring these items on the collection day we may be not able to release and hire the vehicle to you and your hire fees may be forfeit.

Before customers can depart with the Vehicle on their day of hire, they must review and sign the Rental Agreement on arrival.

By signing the Rental Agreement customers accept the conditions set out in the document

3. Insurance & Damage

Insurance cover provided a Comprehensive insurance for the named drivers and covers damages to the vehicle and the property of a third party. **We strongly recommend that Hirers arrange their own travel**

insurance to separately cover effects and for personal injury, howsoever caused.

Our insurance policy protects us and any authorised driver against legal claims from any other person or death or personal injury or damage to any other person's property caused by use of the vehicle on the road, on condition you report all such incidents to us during the hire period or on return of the van (and you are using the vehicle within the terms and conditions and those of our insurance company).

Drivers must be between 25-70 years old, must have held a UK or EU driving licence for at least 2 years.

Drivers are personally liable for all legal penalties (eg: parking tickets, speeding, etc) which are incurred during the period of hire.

The Standard excess is 750€. In the event of a road accident resulting in any damage to either the vehicle or third party property, the Customer will be liable for the first 750€. The excess applies in respect of each claim, not rental.

The Hirer will also be fully liable for replacement or repair of windscreen, windows, roof, wheel, tyre damage, undercarriage damage or any damage whatsoever to internal fixtures, fittings and living equipment. If the Vehicle is stolen and the keys cannot be found by the Customer, then the Customer is responsible for the replacement cost of the Vehicle and any Consequential Loss. The Customer agrees that he will remove the keys when he vacates the Vehicle and ensure the vehicle is left securely.

The Customer will be liable for any costs associated with the incorrect use of fuel for the Vehicle or damage to the vehicle or third parties caused by failure to assess the height of the vehicle and striking overhead or hanging objects, or not attaching luggage, cycles or boards securely.

4. Driving Licence & Driver History

Our insurance policy requires all kind of information regarding drivers history (ie speeding offence, licence endorsement, any kind of conviction, etc) Failing to provide this information may invalidate your insurance and render you liable for all losses howsoever sustained including claims by third parties.

Drivers are subject to approval by our insurance provider's requirements. A GUIDE is as follows:

4.1. You must provide us with details of all drivers of the vehicle. There is a maximum of 3 drivers permitted per Vehicle. More than one driver is charged at 5€ per day for each extra driver.

4.2. All drivers must be aged between 21 and 70. The hire charges we state include insurance for one named driver, aged 25-70 with no convictions or endorsements on their licence. An additional daily charge of 10.00€ applies to drivers aged 21-24.

4.3. Drivers aged 25-70 must hold a full driving licence for a minimum of 2 years. Drivers aged 21-24 must hold a full driving licence for a minimum of 2 years which is free of endorsements.

4.4. Licence endorsements of up to 9 points may be accepted. If the Driver has been banned from driving for specific offence, or has been disqualified for 12 months or more, WEEKENDWAGEN's insurers will only consider renting prior their consent.

4.5. WEEKENDWAGEN cannot hire to any person who has been convicted of a major conviction during the past five years or has any such prosecution pending.

4.6. WEEKENDWAGEN cannot hire to any persons who have had a policy cancelled or a proposal declined or a renewal refused by an insurer.

4.7. WEEKENDWAGEN cannot hire to any person who has been involved in 2 or more accidents in the preceding three years.

4.8. WEEKENDWAGEN may accept foreign licence holders as long as such persons are aged over 25 years and have held a full licence for a minimum of 2 years. An additional 5.00€ per day surcharge will apply.

4.9. Drivers must be in good health and have no mental or physical disabilities, and not to be in any serious medication, or taking any kind of drugs which would impair the driving.

5. Security Deposit

The 750€ Security Deposit is refundable on safe return of the vehicle, in the condition in which it left our workshop subject to a satisfactory inspection by us. This must be paid to cover the possibility of negligent damage to the vehicle or the fixtures and fittings therein or equipment included in the rental. The van and equipment must be returned in good condition, with no damage to it, its contents or any third party property. The van must be returned with a full tank of petrol or diesel.

Your security deposit will be refunded within 2 weeks of the end of the hire period. Should there be any damage, costs for any repair, replacement or special cleaning, the costs will be deducted from the security deposit or your card before the balance is returned to you, and an itemised invoice will be provided with the charges incurred. In the event that there is a claim we reserve the right to retain the security deposit for a longer period as is necessary to quantify the charges incurred which are to be deducted from the deposit. If we have returned your security deposit prior to discovering negligent damage to the vehicle or fixtures and fittings, or that the vehicle is not full of petrol, or other costs such as the late return charge are incurred, your signature below gives us permission to deduct any costs from your card. Should any damages exceed the security deposit the hirer will be responsible in settling the additional costs.

Note: Where the hirer has opted for the Collision Damage Waiver option, no excess (or the reduced excess) will be charged in the event of a collision, but they should be aware that the 750€ security deposit will be used towards funding any loss or damage whatsoever to equipment, fixtures and fittings or negligent damage to the vehicle.

Where no CDW has been taken, the 750€ security deposit will be used towards funding any loss or damage what so ever to equipment, fixtures and fittings or negligent damage to the vehicle. Where charges are incurred which result in your security deposit being debited we will provide you with an itemised invoice detailing the charges incurred by you

6. Hire rates quoted include:

A comprehensive insurance (upto three name drivers) aged between 25 and 70 years old. You will need to have held a full driver licence for 2 years before the hire commences. Breakdown cover for your peace of mind. Free collection from Seville airport or Santa Justa Train Station.

7. Choice of Van

Although we want you to have the van of your choice, we must allow for unforeseen circumstances. We reserve the right to provide you with a suitable alternative, without notice, upon collection. Should a substitute not be available, our liability is limited to a full refund of monies received by WEEKENDWAGEN. We will not have any other liability to you. All rights are reserved to refuse any hire under any circumstance. No refunds are payable on accommodation, or vans not being available where a hirer changes, cancels or seeks to vary agreement after departure. The company takes no responsibility for any detention, delay, loss, damage or injury that a hirer might experience no matter how it is caused or by whom.

8. Collection and return of the vehicle

The Vehicle will be supplied in a clean condition and in sound working order in accordance with the Departure Checklist and with a full fuel tank, one semi-full and one full bottle of gas before they depart with the Vehicle. Customers must sign to acknowledge this. (The Rental Agreement will be produced for signature prior to departure). You acknowledge that you will be responsible for any loss or damage to the vehicle, its documents, parts or accessories arising during the rental.

The hirer has obligation to check the condition of the van prior departure and on their return Customers must comply with the collection and delivery times as set out in the Rental Agreement.

If you are leaving a vehicle on our premises, we cannot accept any responsibility for any damage or loss to your vehicle or its contents. Vehicles are left at owners risk

Collection:

Please see your booking confirmation for details of collection times. If you are going to be in excess of 30 minutes late - it is important that you call our offices so that we can make sure we have staff available to assist with your vehicle collection.

From 3.00pm-6pm on the start date of the booking. Please allow 60 minutes for the hand-over in Seville, to complete the paperwork and demonstrate your vehicle to you, and how to operate the cooker, sink, fridge, roof, camping gaz, (grill and heater where available), water storage, etc, and the same on your return.

Return:

By 10.00am on the final day of the holiday. The vehicle must be returned clean and in the same condition as it left THE DEPOT, otherwise a charge will be made. Please return the van by the agreed time. Please allow sufficient time to get back to our workshop so that you do not push the van too hard trying to get back in a



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hurry.

If you return the vehicle outside normal business hours, you must comply with the out of hours return instructions, in which case you will remain fully responsible for the vehicle until the location re-opens for business. If you fail to comply with these instructions, you will remain responsible for the vehicle until we are able to access it.

If at any time we have agreed that you may return the vehicle to a place other than our workshop, or if we have agreed to collect it, you will remain fully responsible for the vehicle until it is collected by us. You are responsible for any costs incurred in returning the van to our workshop should you abandon the vehicle.

Early Return

We will not refund any monies where the vehicle is returned prior to the return date due to factors outside of our control, ie weather, accident, theft or personal circumstances, etc.

Late return:

If you are running late we must be advised immediately. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge will be payable for all late returns. Please remember this can impact on someone else's holiday. Should the late return of the vehicle make us liable for extra costs, we reserve the right to pass on these costs to you. Charges and costs for late return will be deducted from your security deposit or card. By signing this agreement you agree to us making such deductions from your deposit. Should the late return be due to accident you will be liable for any revenue lost due to the vehicle being unavailable for hire.

You may return your vehicle at an agreed time, by negotiation. Should this return time be after midday you will be liable for a further day's insurance (20€).

9. Use of the vehicle

These vans were built in the 1960s and 70s when vehicles were very different! You will find the gears and brakes very different to modern cars and it is advisable to leave lots of space and allow lots of time for braking and gear changing. Don't let your van struggle up hills - better to change down and keep the revs up.

The Hirer shall not permit the vehicle to be driven over a maximum speed of 90km/h. If hire drive the van at more than 90 km/h and cause damage to the engine, the hire will be responsible for the cost of repair of the engine.

The hirer agrees that during the rental period, he will not and will not allow the Vehicle to be;

- Driven otherwise than in a cautious, prudent and normal manner;
- used in a manner which could cause damage
- Driven in a prohibited area or in an area other than the areas indicated by me to Weekendwagen.
- Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- Left with the ignition key in the vehicle while it is unoccupied.
- Left unoccupied without the CD faceplate removed, steering wheel security lock applied and the DVD screen covered.
- Driven without checking the oil level on a daily basis.
- Driven outside Andalucia without specific permission.
- Driven by persons:
 - Under the age of 25 years; or
 - Who is not authorised by law to drive the Vehicle.Particulars of a proposed licensed driver of the Vehicle are set out under the heading 'Driver Details' in the Driving Form.
- Damaged by:
 - Submersion in water.
 - Contact with Salt Water.
- Used for any illegal purpose for any race, rally or contest.
- Used to tow any vehicle or trailer.
- Used to carry passengers or property for hire or reward.
- Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this agreement
- Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material
- Otherwise used in breach of my obligations under this Agreement. The hirer also agrees

not to carry more passengers than the seating capacity.

- Used to carry pets of any kind without our prior written consent and subject always to you undertaking to pay for any damage howsoever caused in connection with pets being carried in the VW Campervan.

10. Maintenance

- The Hirer shall take all reasonable steps to properly maintain the Vehicle, including daily checks on oil and water levels, and tyres and batteries.
- If there is damage or breakdown caused by your own actions, you will be liable for the cost of repair/replacement. This could be such things as pushing the engine too hard, or putting diesel in a petrol engine or putting petrol in a diesel engine, or burning out the clutch.
- If you cause damage to the engine through driving too fast (over 60 mph) over too long a period of time, and ignoring the warning lights, you will be liable for any repairs required or even the cost of a replacement engine. We ask that you allow plenty of time to return to the workshop on your last morning, to avoid overheating the engine.

11. Road Restrictions

All Vehicles may only be driven on sealed / bitumen roads. WEEKENDWAGEN reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.

12. Alterations to the Vehicle

The customer shall not make any alterations or additions to the Vehicle without the prior written consent of WEEKENDWAGEN.

13. Pets

The hirer will not allow any animals to be carried in the rental vehicle unless approved by WEEKENDWAGEN in writing before travel, and should be disclosed on our Booking Form. An extra charge of 50€ per pet, per hire will be made to assume the extra valeting cost. The hirer acknowledge that any damage repair costs or costs caused because of, or by a pet travelling in the vehicle must be paid for in full by the hirer.

14. Smoking

Smoking is not allowed inside our Campers or tents. The hirer will be liable for any damage caused to the van, the tent or their contents through smoking.

The hirer will not permit anyone to smoke in the Vehicle. For your safety and personal comfort of future users we request that you do not smoke in the vehicle. It is also now against EU laws and regulations to smoke in any of our vehicles.

15. Passengers

The hirer must inform us on the booking form or subsequently in writing of the names and ages of all the people who will occupy the campervan during your stay. Failure to do so will be a breach of these Terms and Conditions and may invalidate the insurance.

WEEKENDWAGEN authorises the use of these vehicles up to the stated number of passengers. Each person to use the safety restraints provided at all times whilst vehicle is in motion. VW Camper vans carry 4 to 5 people; including the driver (exact configuration varies between particular vehicles).

16. Lost Keys

In the event that the keys are lost, damaged or lock them inside the Vehicle you will fully liable for the entire cost of replacement set of keys. In that case you must telephone us immediately. The Vehicle will not be deemed to have been returned until a complete set of keys have been returned to the Weekendwagen depot.

17. Fuel Policy

All vehicles are supplied with a full tank of fuel at the start of the hire. Customers must return the vehicle full at the end of the rental. If you return the vehicle without a full tank you will be charged for missing fuel at the end of the rental at the locally determined price along with a collection of fuel fee of 25€

Two Propane(Butane) gas bottles are provided with your hire. You must return the vehicle with the same conditions as it was handed it.

18. Breakdown

In the event of a breakdown or any issues please report these immediately to WEEKENDWAGEN. All our vans have AA relay. We will attempt to make running repairs, failing that we will offer a substitute vehicle for the remainder of the hire; if a substitute is unavailable we will refund the hire costs for the outstanding unused rental period.

We will not be liable for any additional costs incurred such as travel or accommodation costs. Weekendwagen liability extends to either replacing your van with a similar one, (subject to a or refunding your hire charge for any days you lose the total use of the vehicle.

WEEKENDWAGEN must authorise, prior to expenditure, any repair bill in excess of 50€, we will refund any repair bill less than 50€ when you produce a valid VAT receipt.

We will not refund any monies where the vehicle is bought back early due to factors outside of our control, ie weather, accident, theft or your personal circumstances.

You will need to return to the workshop, at your own cost, but preferably with the AA Relay service returning your original campervan, to collect a replacement vehicle, if one is available.

If you have broken down you must remain at a safe distance from the vehicle until the AA Recovery Vehicle arrives. You may not abandon the vehicle at the roadside if you wish to continue your journey with another form of transport. You must hand over the keys to the authorised AA Recovery Vehicle Driver. If you abandon the vehicle, we will deduct any transport and labour costs incurred in returning the vehicle to our workshop.

19. Payment

Payment can be done by VISA, MASTERCARD, bank transfer, PAYPAL OR CASH.

All charges and expenses payable by the hirer under this Agreement are due on demand by WEEKENDWAGEN

When paying by credit card customers must agree to the following:

- Weekendwagen is authorised to complete any documentation and to take any other action to recover from the customer's credit card issuer all amounts due by the customer in accordance with this Agreement, including but not limited to, any amounts due in respect of damage to the Vehicle or to property of a third party and all other additional charges as they are incurred (including all parking and traffic infringement penalties and associated administration costs).
- Customers will not dispute their liability to Weekendwagen for any amount due under this agreement and shall indemnify and keep indemnified Weekendwagen against any loss incurred (including legal costs) by reason of notifying my credit card issuer of such dispute.
- In the event that Weekendwagen elects to accept payment of the Security Deposit by holding an open security payment which will be cancelled 2 weeks after the completion of the Rental Period, the customer must agree that Weekendwagen is entitled to recover payment from their credit card in respect of any amounts due which were not known at the time of cancelling the open security payment.
- All transactions under this agreement are conducted in Euros. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against credit cards and the amount refunded within 2 weeks after the expiration of the rental period. The customer must release Weekendwagen from any liability for such variation.

Rental and Other Charges

The hirers are personally liable for and will pay WEEKENDWAGEN:

- All rental charges
- The Security Deposit of 750€.
- The nominated valeting fee of 50€ if the camper is not returned with the interior in a clean condition;
- The nominated cancellation fee in the event of cancellation of this agreement prior to the hire
- The cost of any damage to the camper or the property of any third party, subject to the insurance.
- All Government fees and duties etc.
- All parking fines, other fines or penalties, and/or accidents including third party property damage not reported on return of the camper, and associated administration costs incurred in relation to the vehicle during the rental period.
- Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by WEEKENDWAGEN as a result of any breach by me of the terms of this Agreement.
- The cost to recover a Vehicle which has become bogged.
- All charges are subject to final calculation after the rental.

20. Cancellation

Please note that your 200€ booking deposit is not refundable once your booking has been confirmed by us. In the event of cancellation, booking deposits are not transferable to alternative hire dates.

In the event that you wish to cancel a booking:

You need to contact Weekendwagen by email or telephone

The balance will be due 6 weeks prior to the hire period and will be non refundable if the customer cancels their holiday.

We suggest that travel insurance is taken out to protect against illness or unforeseen circumstances as Weekendwagen cannot accept liability for any change in holiday plans once the balance has been paid.

In the event of cancellation by Weekendwagen:

Weekendwagen will offer a full refund if a vehicle reserved is not available due to accident, breakdown or other circumstances beyond our control. In this event the Hirer shall have no further claim of any kind against the owners.

Weekendwagen reserve the right to cancel the Hire in the event of invalid driving licences, or if our Terms and Conditions are not met. The cost of the Hire will not be refunded in this instance.

21. Responsibility when accident occurs

In the event of any accident, loss or damage arising out of the use of the vehicle, the Hirer will :

- Notify Weekendwagen within 24hrs of the happening of the event,
- Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station.
- Complete an European accident report form as supplied;
- Not make any admission of liability to other parties, settlement offers or other like offer:
- The Hirer undertakes to assist Weekendwagen in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.
- You acknowledge that the excess or other amount due by you in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the Rental Period.
- The Hirer will pay for any costs relating to the delivery of a change over vehicle as a result of an accident regardless of which party is at fault.

Return of items left in the campervan We will be happy to return your belongings left in the campervan at a charge of 5€ plus postage and packing per item. This will be deducted from your security deposit or card.

Our insurance policy protects us and any authorised driver against legal claims from any other person or death or personal injury or damage to any other person's property caused by the use of the vehicle on the road, on condition you report all such incidents to us during the hire period or on return of the van (and you are using the vehicle within the terms and conditions and those of our insurance company). In the event that any third party suffers death, personal

injury or damage to property caused by use of the vehicle which involves a breach by you or any authorised driver of any of the terms and conditions of this agreement, and that of our insurance policy, you agree to reimburse us if we are obliged to compensate (a) the insurers for any payment they make to a third party on your behalf and / or (b) any third party

22. Terminating the Agreement

The Hirer acknowledges that Weekendwagen may terminate this Agreement and repossess the Vehicle at any time, without notification to the Hirer, and that the Hirer will pay the reasonable costs of repossessing the Vehicle, including towing charges if :

- The Hirer is in breach of any term of this Agreement,
- The Hirer has obtained the Vehicle through fraud or misrepresentation.
- The Vehicle appears to be abandoned.
- The Vehicle is not returned on the agreed return date or *Weekendwagen* reasonably believes that the Vehicle will not be returned on the agreed return date.
- *Weekendwagen* considers on reasonable grounds, that the safety of passengers or the condition of the Vehicle is endangered.

In the event of such termination or repossession, the Hirer has no right to a refund of any part of the rental charges or the Security Deposit.

23. Release and Indemnity of Weekendwagen

Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, the customer must release *Weekendwagen* from any liability to the customer (regardless of who is at fault) for any loss or damage incurred by the customer by reason of this Agreement, including but not limited to:

- Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for the customer's purpose.
- Any loss or damage to any property left in or on the Vehicle or in *Weekendwagen*' premises or recovered or handled by *Weekendwagen*.

Subject to any insurance arrangements agreed with *Weekendwagen*, you hereby indemnify and shall keep indemnified *Weekendwagen*, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the Vehicle.

Weekendwagen reserve the right to refuse to release the vehicle if the hirer appears to be unfit to drive or fails to produce the required paperwork (paper version of the driving licence). If we become aware that you, or your guests, are negligent or abusive to the van during the hire period we reserve the right to retrieve the van, at your cost, with no refund for loss of hire days to you

We will not be liable for any loss or damage suffered by you or any member of your party or to your or their property, except where such loss or damage is due to our negligence. If we are negligent our liability to you will be limited to the loss or damage which was a foreseeable result of such negligence. Except in the case of death or personal injury resulting from our negligence, our total liability to you in respect of any breach of these Terms and Conditions or tort or other act or omission by us in connection with this contract shall be limited in aggregate to the price agreed to be paid by you for the right to use the van for the period agreed.

Where you are a customer acting in the course of a business, this paragraph condition shall apply instead of the one above. We do not accept liability to customers acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, consequential losses or other similar losses, for any reason whatsoever. To the extent permitted by law and except in the case of personal injury or death resulting from our negligence, the maximum limit of our liability to business customers, whether in contract, tort, negligence, breach of statutory duty or otherwise shall be the price agreed to be paid by you for the right to use the van for the period agreed.

24. Prohibited use of the Vehicle

You are authorised to drive the vehicle on the conditions in this document including, at all times, to use the vehicle in a responsible manner. If you do not comply with these conditions, you will be liable to us for any liability or loss incurred by us or any damages

or reasonable expenses we suffer or incur as a result of your breach. You may additionally lose the benefit of any waivers or insurance selected by you. We reserve the right to take back the vehicle at any time, and at your expense, if you are in breach of this agreement. You must look after the vehicle, make sure it is locked, secure and parked in a safe place when not in use. You must remove and keep in a safe place any removable radio and/or radio/cd face plate when the vehicle is unoccupied. You must use seat belts, child seats and other child restraints as appropriate.

25. Title to Vehicle

The Hirer acknowledge that *Weekendwagen* retains title to the Vehicle and that the Hirer possess the goods as a mere bailee only and do not have any right to pledge *Weekendwagen*' credit in connection with the Vehicle and agree not to do so and shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

26. Changes

Any changes to this agreement must be in writing and must be signed on behalf of *Weekendwagen* and by the Hirer.

27. Proper Law

This agreement shall be governed by the Spanish law in which this agreement was signed. In the case of any breach of the Agreement both parties agree to submit to the Court of Seville.

28. Entire Agreement

This Agreement, constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement.

Weekendwagen reserves the right to vary the rates, terms and conditions of hire, and to refuse to hire to any person without explanation or prior warning.

These Terms and Conditions override and supersede all previous versions and any previous course of dealing between the parties and incorporate the whole agreement together with any insurance conditions notified to you at the time of hire or collection.

In the event of any inconsistency between these Terms and Conditions and any other of our literature, whether found in our brochure or on our website or otherwise, the provisions of these Terms and Conditions will prevail.

If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.

29. System tracking

WEEKENDWAGEN has installed in all his vehicles, for your own security, a tracking system that helps to protect in case of robbery, negligent use of the van, speeding, accident etc. All data gather from the tracking system will be use in case of negligent use of the van or if Weekendwagen consider that the Van has been abused or robbed.

The customer agrees with WEEKENDWAGEN the use of such a system and has knowledge of it and allow Weekendwagen to use the necessary data from the tracking system to be used if Weekendwagen consider so.

30. Privacy Policy

Privacy Policy: WEEKENDWAGEN is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to the WEEKENDWAGEN Web site and governs data collection and usage. By using the WEEKENDWAGEN website, you consent to the data practices described in this statement.

Collection of your Personal Information

During the enquiry and reservation process *Weekendwagen* collects personally identifiable information, such as your e-mail address, name, home or work address or telephone number. This information is necessary for booking and for insurance purposes.

WEEKENDWAGEN also collects anonymous demographic information, which is not unique to you, such as your post/zip code, age, gender.



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There is also information about your computer hardware and software that is automatically collected by WEEKENDWAGEN. This information can include: your IP address, browser type, domain names, access times and referring Web site addresses. This information is used by WEEKENDWAGEN for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the WEEKENDWAGEN Web site.

WEEKENDWAGEN encourages you to review the privacy statements of Web sites you choose to link to from WEEKENDWAGEN so that you can understand how those Web sites collect, use and share your information. WEEKENDWAGEN is not responsible for the privacy statements or other content on Web sites outside of the WEEKENDWAGEN and WEEKENDWAGEN family of Web sites.

None of your personal information will be passed on to any third party companies (other than the insurance company that Weekendwagen uses). Payment details including credit and/or debit card numbers, card expiry date and security code will be processed through a secure system.

Use of your Personal Information

WEEKENDWAGEN collects and uses your personal information to operate the WEEKENDWAGEN Web site and deliver the services you have requested. WEEKENDWAGEN also uses your personally identifiable information to inform you of other products or services available from WEEKENDWAGEN and its affiliates. WEEKENDWAGEN may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered. WEEKENDWAGEN does not sell, rent or lease its customer lists to third parties. WEEKENDWAGEN does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent. WEEKENDWAGEN keeps track of the Web sites and pages our customers visit within WEEKENDWAGEN, in order to determine what WEEKENDWAGEN services are the most popular. This data is used to deliver customized content and advertising within WEEKENDWAGEN to customers whose behaviour indicates that they are interested in a particular subject area. WEEKENDWAGEN Web sites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on WEEKENDWAGEN or the site; (b) protect and defend the rights or property of WEEKENDWAGEN; and, (c) act under exigent circumstances to protect the personal safety of users of WEEKENDWAGEN, or the public.

Use of Cookies

The WEEKENDWAGEN Web site use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you. One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize WEEKENDWAGEN pages, or register with WEEKENDWAGEN site or services, a cookie helps WEEKENDWAGEN to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same WEEKENDWAGEN Website, the information you previously provided can be retrieved, so you can easily use the WEEKENDWAGEN features that you customized. You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the WEEKENDWAGEN services or Web sites you visit.

Security of your Personal Information

WEEKENDWAGEN secures your personal information from unauthorized access, use or disclosure. WEEKENDWAGEN secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other Web sites, it is protected through the use of encryption, such as the 128 bit Secure Socket Layer (SSL) protocol.

Changes to this Statement

WEEKENDWAGEN will occasionally update this Statement of Privacy to reflect company and customer feedback. WEEKENDWAGEN encourages you to periodically review this Statement to be informed of how WEEKENDWAGEN is protecting your information.

Contact Information

WEEKENDWAGEN welcomes your comments regarding this Statement of Privacy. If you believe that WEEKENDWAGEN has not adhered to this Statement, please contact WEEKENDWAGEN. We will use commercially reasonable efforts to promptly determine and remedy the problem.

31. Your Agreement

This is the final page of *Weekendwagen* Terms and Conditions and requires signature all the hirer(s). This section needs to be completed and email it back to *Weekendwagen* or posted at the following address:

MAG ENGINEERING GROUP SLNE _Weekendwagen
Calle Aztecas nº13
41007 Sevilla
Spain
Email: info@weekendwagen.com
Web: www.weekendwagen.com
Tel: 0034665660037/0034617325289

By signing this document I confirm that I have read and agree to all the *Weekendwagen* Terms and Conditions (1 to 30).

Date (DD/MM/YY):.....
Full Name of Hirer (printed in caps):.....
Signature of Hirer:.....
.....

Additional driver (if required)
Full Name of *Additional* Hirer (printed in caps):.....
Signature of *Additional* Hirer:.....
.....