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## MOTORHOME RENTAL TERMS AND CONDITIONS

*NB! We recommend that you always review these terms and conditions before signing the agreement. A signed agreement is binding – even if you have not read it or have not understood it.*

### 1. Terms of Vehicle Use

1.1. The Renter is obligated to use the vehicle carefully and with due diligence, in accordance with the terms and intended purpose specified in the agreement.

1.2. It is prohibited to use the vehicle for towing other vehicles, driving instruction, motorsport training or competitions, providing paid services, or transporting goods.

1.3. The vehicle is fitted with a GPS device, which does not interfere with the use of the vehicle. The Renter acknowledges the presence of the GPS device and shall not interfere with its operation. Smoking, transporting animals, and transporting fresh fish that is not vacuum-packed are prohibited in the vehicle. Fine: €500.

1.4. The Renter may transfer the right to drive the vehicle to a third party only if the Rental Company has made a corresponding note in the agreement. When transferring the right to drive to a third party, the Renter is obligated to inform that person of the terms of the agreement. Transferring the right to drive to a third party does not release the Renter from liability for fulfilling the terms of this Agreement, and the Renter remains liable for the actions of the third party.

1.5. Bicycle racks are not suitable for electric bicycles.

### 2. Required Documents

2.1. When concluding the rental agreement, the Renter must present a passport or ID card and a driving licence. A representative of a legal entity must also present a copy of their ID and a power of attorney, as well as the driving licence, passport or ID card of any additional drivers to be listed in the agreement. The motorhome may only be driven by a person who is at least 21 years old, holds at least a category B driving licence, and has held a driving licence for no less than 3 years.

### 3. Renter's Obligations When Using the Vehicle

3.1. Before the start of the rental period and the handover of the Vehicle by the Rental Company, the Renter is obligated to thoroughly inspect the Vehicle in order to identify any possible damage. If the Renter does not identify any damage and does not request that a corresponding note be made in the Agreement, it shall be presumed that the Vehicle was in good technical condition at the time of rental, free of external defects and faults, and that the Renter has no claims regarding the Vehicle.

3.2. When parking the Vehicle, the Renter is obligated to remove navigation and audio equipment and other valuables from visible locations, lock the doors of the Vehicle, and activate the alarm system. When abroad with the Vehicle, the Renter must ensure the safety of the Vehicle and, preferably, park it in a guarded car park at night.

3.3. The Renter is obligated to ensure the preservation of the Vehicle's documentation and keys.

3.4. The Renter is obligated to pay the Rental Company in full for all fines issued to the Renter during the rental period (incorrect parking, traffic violations, etc.). The Rental Company has the right to collect such fines from the Renter within 6 months if the Renter has not paid them to the Rental Company and their existence becomes apparent after the end of the rental period. When paying such claims, the Renter agrees to submit to

immediate enforcement. The administration fee for one fine is €20.

## **4. Renter's Liability**

4.1. The Renter is liable for the destruction, loss, and damage of the Vehicle occurring while the Vehicle is in the Renter's possession. The Renter is not liable for normal wear and tear, deterioration, and changes to the Vehicle resulting from its use in accordance with the agreement.

4.2. The Renter is fully liable for damage caused to the Vehicle or its equipment if:

- 4.2.1. damage has been caused to the Vehicle and the Rental Company intentionally and/or through the Renter's fault;
- 4.2.2. the Vehicle has been driven under the influence of alcohol and/or narcotic substances;
- 4.2.3. the Vehicle has been used in violation of the laws of the Republic of Estonia or of another country in which it was used, and/or for unlawful purposes (e.g. in the commission of a crime);
- 4.2.4. the Vehicle has been used in violation of applicable traffic rules;
- 4.2.5. the Vehicle has been used in violation of the conditions set out in Section 1 of this Agreement;
- 4.2.6. due to the Renter's negligence or carelessness, the Vehicle's documentation and/or keys have been lost or stolen;
- 4.2.7. due to the Renter's negligence (including under 4.2.6) or wrongful conduct, the Vehicle has been lost or stolen;
- 4.2.8. the Vehicle has been driven on a flat tyre;

4.3. The Renter is obligated to compensate the Rental Company for:

- 4.3.1. damage caused to the Vehicle or its equipment, in full, in accordance with the price list of the vehicle sales and service company local to the Rental Company;
- 4.3.2. the full value of parts and accessories lost, stolen, or damaged from the Vehicle, as set out in Section 4.3.1, where the case is not covered by insurance;
- 4.3.3. repair costs of €95 per punctured tyre, or the cost of replacing the tyre if it is completely destroyed and unusable;
- 4.3.4. if the Vehicle in the Renter's use is damaged, or if the Vehicle is stolen, lost, or destroyed, and the damage is compensated by the insurer under the insurance terms, the Renter is obligated to pay the Rental Company the deductible amount(s) specified in the insurance agreement (including, in the event of theft or destruction of the vehicle, 15% of the value of the motorhome). In addition, an insurance claim processing fee of €80 is payable.

4.4. The Renter bears full liability for any damage caused by the Vehicle as a source of increased danger.

## **5. Rental Period**

5.1. The minimum rental period during the summer season (April–August) is 5 calendar days (except for the Vanexxt, Mercedes-Benz Vito, and Azar4 vehicles, for which the minimum rental period is 3 calendar days), and during the winter season (September–March) it is 3 calendar days.

5.2. The start and end of the rental period shall be agreed additionally between the Renter and the Rental Company and shall be reflected in the agreement. If the Vehicle is returned later than the agreed calendar date, one additional calendar day shall be added to the rental period, unless otherwise agreed.

## **6. Rental Fee**

6.1. The rental price includes the fee for use of the vehicle, oil, maintenance, and insurance.

6.2. The rental price does not include the cost of fuel, gas, interior cleaning, exterior deep cleaning, or emptying of the wastewater tank and toilet cassette. The rental fee is payable before the start of the rental period.

## **7. Booking**

7.1. The motorhome can be booked by email or telephone. After booking, we will confirm availability within 24 hours, following which the booking fee can be paid to Balthazar Vara OÜ's bank account EE332200221089436173, Swedbank AS.

### **7.2. Rental fee**

7.2.1. A deposit of at least 30% of the rental price, with a minimum of €310, must be paid on the next business day after the Renter receives written confirmation of the booking from the Rental Company. Only then does the booking become binding on both parties. If the Renter misses this payment deadline, the Rental Company is released from the obligation created by the booking.

7.2.2. Payment for the rental period, together with the security deposit, is payable in full 20 calendar days before the start of the rental period, in accordance with the prepayment invoice issued.

7.2.3. If payment is not received in the Rental Company's bank account, the motorhome rental agreement is deemed terminated, and the deposit is retained by the Rental Company to cover costs related to the booking.

### **7.3. Cancellation fees:**

- Up to 30 calendar days before the start of the rental period: a non-refundable processing fee of €310 is payable;
- Up to 10 calendar days before the start of the rental period: 80% of the rental price;
- On the first day of the rental period, or in the event of a no-show: 100% of the rental price.

## **8. Security Deposit**

8.1. The Renter must pay a security deposit as security for the fulfilment of the agreement.

8.2. The security deposit – equal to the sum of the vehicle insurance's basic deductible and the casco administration costs, in the amount of €950 – must be paid 20 calendar days before the start of the rental period. At the end of the agreement, provided there are no claims, the security deposit shall be refunded within 5 business days at the latest.

## **9. Rental Company's Obligations**

9.1. The Rental Company is obligated to provide the Renter with a Vehicle in working order, together with the required documents, at the time and place agreed in the Rental Agreement. If the Rental Company does not provide the Vehicle to the Renter at the agreed time and place, the Renter has the right to receive a discount on the rental fee or to withdraw from the Agreement.

9.2. In the event of a delay in handing over the Vehicle, the Rental Company is obligated to compensate the Renter for damages up to the amount of one day's rental fee.

9.3. The Rental Company reserves the right to replace the agreed motorhome with a different motorhome in the event of a possible sale of the motorhome.

## **10. Fuel**

10.1. The Renter is obligated to pay for the Vehicle's fuel costs during the rental period.

10.2. The Rental Company is obligated to provide the Vehicle for rental with a full fuel tank, and the Renter is obligated to return the Vehicle with a full fuel tank, or otherwise compensate the Rental Company for the cost of the missing fuel plus a refuelling service fee of €15 + €2.50/litre. The amount of fuel in the tank is assessed based on the reading of the vehicle's fuel gauge.

10.3. Any damage caused by refuelling with incorrect or poor-quality fuel shall be compensated by the Renter.

## **11. Renter's Obligations in the Event of Damage, Accident, or Theft**

11.1. The Renter is obligated to immediately notify the Rental Company of any damage caused to the Vehicle, any accident involving the Vehicle, or the theft of the Vehicle, and to act in accordance with the instructions given by the Rental Company at the time the Vehicle was rented.

11.2. In the event of a traffic accident or theft, the Renter is also obligated to notify the police.

11.3. The incident must be documented in writing, with a statement and signature obtained from the party at fault.

11.4. If the Renter fails to act in accordance with the provisions of Section 11, the Renter shall be fully liable for all resulting damage to the Rental Company.

## **12. Rental Company's Liability in the Event of Vehicle Breakdown**

12.1. The Rental Company shall not be directly or indirectly liable for damages incurred by the Renter as a result of an interruption of, or delay to, the rental period caused by a breakdown of the Vehicle. If a breakdown occurs during the rental period, the Renter has the right to receive a discount on the rental fee, unless the Rental Company can demonstrate that it has done everything within its power to keep the Vehicle in working order.

## **13. Return of the Vehicle at the Time Specified in the Rental Agreement**

13.1. The Vehicle must be returned at the time and place agreed / specified in the Agreement. The Rental Agreement is deemed terminated once the Vehicle has been returned to the location specified in the Rental Agreement.

13.2. If the Renter has not returned the Vehicle to the Rental Company at the agreed time and place specified in the Rental Agreement, and no agreement has been reached with the Rental Company to extend the Rental Agreement, the Rental Company shall report the Vehicle as missing to the police, declare the Vehicle wanted, and may take any other necessary measures.

13.3. If the rental period is exceeded without a corresponding agreement and without the consent of the Rental Company, the Rental Company has the right to demand from the Renter double the rental fee for each calendar day by which the rental period is exceeded, with payment also due for each additional hour (the daily rental fee multiplied by two, divided by 24). In addition, the Renter forfeits the right to a refund of the security deposit and is obligated to compensate all documented costs (bookings, ferry tickets, etc.) incurred by the next renter as a result of the delayed return of the Vehicle.

## **14. Return of the Vehicle**

14.1. The motorhome must be returned in the same condition as it was in at the time of rental, with the toilet cassette and wastewater tanks emptied.

14.2. Exterior washing is not required unless the vehicle is heavily soiled and requires special cleaning. The Rental Company has the right to charge a cleaning fee if the vehicle has not been adequately cleaned. The price for interior cleaning is €70, exterior special cleaning €70, emptying the toilet cassette €60, and emptying the wastewater tank €25. The full motorhome cleaning fee (dirty inside and out, tanks not emptied, etc.) is €150.

14.3. Any faults or damage that were not present at the time of rental and cannot be considered normal wear and tear shall be compensated by the Renter based on the dealership's price list.

## **15. Termination of the Rental Agreement**

15.1. The Rental Company has the right to terminate the Rental Agreement if it becomes apparent that the Renter has materially breached the terms of the Rental Agreement, has provided false information to the Rental Company when renting the Vehicle, or is unable to manage the operation of the Vehicle.

15.2. If the use of the Vehicle becomes impossible due to damage, breakdown, accident, or theft of the Vehicle, the Rental Agreement is deemed terminated from the moment written notice to that effect reaches

the Rental Company.

15.3. If the Rental Company demands termination of the Agreement for the reasons set out in this Section, the Renter is obligated to return the Vehicle to the Rental Company immediately.

16. The Renter is prohibited from driving the Vehicle outside of Estonia without the prior written consent of the Rental Company.

17. It is prohibited to drive the Vehicle to Russia, Ukraine, Belarus, Moldova, and Türkiye (Turkey).

## **18. Dispute Resolution**

18.1. Disputes arising from this Agreement shall be resolved through negotiations between the Rental Company and the Renter.

18.2. If the Rental Company and the Renter fail to reach an agreement, disputes shall be resolved in Harju County Court (Harju Maakohus).

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*This document is an English-language translation of the original Estonian-language "Autoelamu Renditingimused" (Motorhome Rental Terms and Conditions) issued by Balthazar Vara OÜ. In the event of any discrepancy or ambiguity between this translation and the Estonian original, the Estonian-language version shall prevail.*