

Terms and Conditions

Check in 15:00-20:00

Saturdays 15:00-18:00

Sundays and public holidays by appointment.

Check out until 12:00

Dear customer, your rental contracting party is the respective rental station that delivers the vehicle. When you conclude a contract for the reservation of a motorhome, the following rental conditions shall form part of the contract that is concluded between the contracting parties and AJJ Vans represented by Agata Margareta Szmalec (hereinafter referred to as the lessor) and you (hereinafter referred to as the lessee). Please read these terms and conditions carefully.

1. Scope of application. Content against. Applicable law.

1.1 The object of the contract concluded with the Hirer is solely the rental of the motorhome. The lessee shall not owe the benefits of the trip, especially all of the above.

1.2 In the event of a reservation, a rental contract governed exclusively by Spanish law shall be concluded between the Hirer and the Lessor(s). The hirer shall organise his own journey and use the vehicle at his own risk. The rental contract shall be limited to the agreed duration. The tacit extension of the rental contract for an indefinite period due to continued use is excluded.

1.3 All agreements between the lessor and the lessee must be in writing.

2. Minimum age. Authorised drivers.

2.1 The Hirer and each of the drivers must be at least 25 years of age and hold a class B driver's license that is more than two years old or the corresponding national driver's license. If you are a non-EU resident, you must hold an international driving licence.

2.2 If at the time of delivery of the rented motorhome the driving licence for the rented vehicle is not available, the motorhome is deemed not to have been collected; in this case the relevant cancellation conditions apply (see section 4.2).

2.3 Only the Hirer and additional drivers who have registered at the AJJ Vans rental station may drive the vehicle.

3. Rental prices. Calculation and duration of the rent.

3.1 The rental prices are derived from the Rental Firm's price list valid at the time of conclusion of the contract. The minimum rental period set during certain times of the year is also derived from the landlord's price list in force at the time of signing the contract. Depending on the rental days booked, the prices listed for the respective season apply. A fixed, lump sum will be charged for the services rendered, the amount of which can also be found in the lessor's price list valid at the time the contract is concluded.

3.2 The rental prices for optional accessories are derived from the Rental Firm's price list valid at the time of conclusion of the contract.

3.3 The minimum rental period is three days.

3.4 The relevant rental prices include: comprehensive insurance in accordance with the relevant insurance cover (see section 11).

3.5 The rental period starts with the collection of the motorhome by the Hirer from the AJJ Vans rental station and ends with the delivery or return and collection by the employees of the rental station where it was delivered.

3.6 If the motorhome is returned after the time agreed in writing has elapsed, the Rental Firm will charge 30 euros for each hour of delay. (However, at the most, for each day of delay, the price will be that corresponding to a full day, i.e. the price per day corresponding to the season in which the rental takes place). The Hirer shall bear the costs arising from another Hirer or other person asserting his rights against the Rental Firm due to delay in delivery/return of the vehicle, attributable to the Hirer.

3.7 If the motorhome is returned before the end of the rental period, the full contractually agreed rental price shall be due and payable. (Therefore, there will be NO entitlement to any financial reimbursement).

3.8 The motorhome is delivered with a full tank of fuel and must be returned in the same way. Otherwise, the lessor shall charge EUR 2.00 gross per litre of

diesel fuel. The lessee shall bear the cost of fuel and operation during the rental period.

4. Reservation

4.1 Once the lessor has provided written confirmation of the reservation, in order for the reservation to be effective, 30% of the total rental amount must be paid within a maximum of 1 day. Thereafter, the reservation is binding on both parties. If the tenant does not meet this deadline, the reservation is no longer binding for the landlord.

4.2 If the Hirer cancels the binding reservation, the Hirer shall pay the following cancellation fees, calculated on the basis of the first confirmed reservation:

50% of the total rental price for cancellations made more than 30 days prior to the motorhome rental.

80% of the total rental price for cancellations made between 16 and 30 days prior to the motorhome rental.

100% of the total rental price for cancellations made less than 15 days prior to the motorhome rental.

5. Terms of payment and deposit.

5.1 The expected rental price based on the booking dates must be paid at the AJJ Vans Rental Centre on the agreed day of collection of the motorhome.

5.2 In the same way as the collection of the motorhome, the lessee must pay the corresponding amount, by credit card, as a deposit and as guarantee of the faithful fulfillment of the obligations of this contract.

5.3 The deposit will be returned within a maximum of 48 hours after the motorhome has been examined by a person in charge of the AJJ Vans Rental Centre, who, in case of damage or misuse, will determine the amount that the customer must pay. This amount will be deducted from the deposit. If it is not possible to assess the damage immediately, the landlord will have 30 days to make the repair and return the deposit if applicable, or claim the difference between the deposit and the cost of the damage. In the event of an accident, the claim will be deducted from the total deposit.

5.4 The Hirer expressly undertakes to pay the Rental Firm:

Upon return of the motorhome, the amount of the kilometres travelled in three-day rentals, calculated according to the current rate. Three-day rentals include

300 km, additional kilometres will be charged at 0.30 euros/km. Rentals of more than 3 days include 100 km per day, additional kilometres will be charged at 0.30 euros/km, and/or additional charges resulting from the application of these General Rental Conditions.

Additional costs arising if the motorhome is left in any place or city without the Hirer's authorisation, for repatriation.

The amount of all types of fines, judicial and extrajudicial expenses derived from any traffic or other infraction, which are directed against the rented motorhome during the contracted rental period.

In the event that the motorhome is impounded or confiscated due to the fault of the hirer, all costs shall be borne by the hirer, including the rental company's lost profits during the time the motorhome is immobilised.

Expenses incurred by the lessor (including solicitors' and barristers' fees) in claiming amounts owed by the lessee under this contract.

The motorhome is fully insured (not including the personal belongings of the renter and his companions). In the event of an accident or theft, the lessee will be liable for the corresponding amount claimed.

If the lessee is late in making payments, late payment interest will be applied in accordance with applicable law.

6. Delivery and return of the motorhome.

6.1 Before starting the trip, the renter is required to follow the instructions provided by AJJ Vans technical staff at the pick-up point or, if checking in online, review the explanatory videos sent by the company.

It is mandatory for the renter to take detailed videos and photos of the van's exterior and interior condition at the start of the rental.

A delivery certificate (Check-In) will also be prepared, describing the condition of the motorhome, which both parties must sign or digitally validate in the case of online check-in. The lessor may refuse to hand over the motorhome until the instructions have been followed or if the renter refuses to sign or validate the motorhome's condition and inventory document.

6.2 Upon returning the motorhome, the renter is required to carry out a final inspection of the vehicle with AJJ Vans staff or, if checking out online, must send detailed videos and photos of the van's condition.

It is mandatory to record videos showing the vehicle's condition both at check-in and check-out.

Any damage not recorded on the delivery certificate (Check-In) but discovered upon return of the motorhome will be the renter's responsibility.

6.3 Standard motorhome collection times are Monday to Friday from 3:00 PM to 8:00 PM and Saturdays from 3:00 PM to 6:00 PM. We recommend checking

availability for other times before booking, as additional conditions and confirmations may apply.

Deliveries on Sundays and public holidays can only be made if a prior agreement has been reached and in exchange for additional remuneration according to the current rate.

Motorhomes must be returned before 12:00. Unauthorised delays in return will be penalised at a daily rate of three times the amount applied in the contract. Any justifiable cause of force majeure that prevents the return on the agreed day must be communicated immediately to the lessor for acceptance; otherwise, it will be considered an unauthorised delay.

The delivery and return of the motorhome will take place at any of AJJ Vans' offices, unless both parties agree otherwise.

The vehicle must be returned with the wastewater tanks empty, the toilet empty and clean, and the diesel tank completely full. Otherwise, a surcharge will be applied, according to the accessories/extras rates; in this case, €50 for emptying and cleaning the wastewater tanks and toilet.

El hecho de llenar el tanque de agua potable con diésel u otro combustible, o el tanque de diésel con agua u otro combustible, implicará una penalización adicional de 600 euros.

6.4 Si el arrendatario desea prorrogar el arrendamiento, debe solicitarlo al arrendador con un mínimo de dos días antes del final del contrato. The eventual confirmation of the extension is subject to the availability of the lessor at that time, therefore, the lessor does not assume any prior commitment.

6.5 Any alteration to the rental dates must be previously authorised by the Rental Firm. Failure to comply with this condition entitles the lessor to take over the motorhome or to take appropriate legal action. The lessor reserves the right to obtain the return of the motorhome, at any time during the term of this contract, if its use contravenes the provisions of this contract.

6.6 When returning the motorhome at the end of the rental period, in which the Hirer is not present at the inspection for reasons for which he is responsible, the delivery by post or the unavailability and damage to the motorhome is noted, the Hirer accepts the assessment of the damage resulting from the inspection carried out by the technical staff of AJJ Vans.

7. Prohibited uses. Maintenance and protection obligations.

7.1 The Hirer acknowledges that he receives the motorhome in perfect mechanical condition, provided with the necessary documentation and with the corresponding tools, tyres and accessories, and undertakes to maintain them in good condition. Likewise, it undertakes to respect at all times the obligations and limitations described in the current traffic code and commits to:

Do not allow anyone other than yourself or those expressly authorized to drive it. Do not drive on unpaved roads. In case of non-compliance with the obligations, the deposit will not be refunded.

Not to carry more passengers than specified in the motorhome's documentation. Not to sublease or transport individuals for commercial purposes or any other use not included in the contract.

No transportar ningún tipo de mercancía, drogas, productos tóxicos o inflamables.

Not to lend its use to third parties for free or for profit, and not to collaborate with criminals.

Not to commit crimes, even if they are only sanctioned according to the legislation in force in the place of the incident.

Not to drive the motorhome under diminished physical conditions caused by alcohol or drug consumption. Fatigue or illness will also be grounds for a driving ban.

Do not drive outside the following countries without the express authorization of the lessor: Germany, Andorra, Austria, Belgium, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Slovakia, Slovenia, Finland, France, Great Britain, Greece, Netherlands, Hungary, Ireland, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Sweden, and Switzerland.

7.2 Travel to other islands is not permitted without notifying the landlord.

7.3 The odometer must not be opened or manipulated, and any malfunctions must be immediately reported to the lessor.

7.4 Driving off-road or on unsuitable terrain, as well as participating in sports, endurance races, or other events that may damage the motorhome, is prohibited.

7.5 The motorhome must not be used to push or tow other vehicles or trailers.

7.6 The motorhome must be properly parked and protected when not in use, safeguarding it from deterioration caused by frost, hail, or any other atmospheric phenomenon that may result in significant damage.

7.7 The lessee is expressly prohibited from altering any technical features of the motorhome, including keys, locks, equipment, tools, and/or vehicle accessories,

as well as making any changes to its exterior and/or interior appearance, unless expressly authorized in writing by the lessor. In case of violation of this article, the lessee shall be responsible for covering all costs of restoring the motorhome to its original condition, and shall also pay compensation for the immobilization of the motorhome until it is fully repaired.

7.8 The motorhome must receive proper care and treatment, as well as be securely closed. The technical regulations and determinative provisions for its use must be taken into account. The condition of the motorhome should be checked, especially the water and oil levels, as well as the tire pressure. The lessee commits to periodically verify if the motorhome is in perfect condition for safe driving.

7.9 Smoking inside the motorhome is prohibited. The cleaning expenses resulting from any non-compliance shall be the responsibility of the lessee. Likewise, the lessee shall bear the costs associated with ventilating or removing tobacco odor, including any losses incurred due to the inability to rent the motorhome for a period of time as a result.

7.10 In the event of verifying a breach of the provisions in sections 7.1, 7.2, and 7.3, the lessor may immediately terminate the rental agreement.

8. Procedures to follow in case of an accident.

8.1 In the event of an accident, theft, fire, or damage caused by wild animals, the lessee must immediately notify the police and the lessor, no later than the next business day following the day of the accident. No claims in the opposite direction will be accepted.

8.2 Liability for the incident will never be acknowledged or prejudged, except through the 'Friendly Accident Statement'. The lessee must gather all information from the opposing party and witnesses, which, along with the accident details, must be sent to the lessor within the specified period. Immediately notify the authorities of the accident if the other party is at fault. The accident report must be duly completed and signed, and it should be handed over to the lessor at the latest upon the return of the rented motorhome. The document should include the names and addresses of the individuals involved, their driver's license information, the details of the opposing party including the name of the insurance company and policy number, information of any witnesses, as well as the license plates of the vehicles involved.

8.3 In case of theft or robbery of the motorhome, the lessee shall immediately report it to the appropriate authority, informing and sending a copy of the report

to the lessor, along with the keys of the motorhome, within a maximum period of 24 hours. Failure to comply with this requirement may invalidate the insurance and coverage contracted.

8.4 Even in the case of uncontested damages, regardless of their severity, the lessee must provide a comprehensive written report to the lessor along with a sketch. If the lessee fails to submit the report (regardless of the reason) and thereby prevents the insurance company from paying for the damages caused, the lessee will be obliged to pay the corresponding amount in full.

8.5 Never leave the motorhome without taking proper measures to protect and safeguard it. If necessary, contact the Roadside Assistance Company contracted by the Insurer.

8.6 In the event of the lessee's failure to comply with any of these measures, if applicable, the lessor may claim from the lessee the damages and losses caused by the lessee's negligence, including the loss of profits of the company AJJ Vans during the immobilization period of the motorhome.

9. Defects in the motorhome.

9.1 The lessee's rights to compensation for damages due to defects or attributable to the lessor are excluded.

9.2 Upon returning the motorhome, the lessee must inform the lessor in writing of any defects that have been detected in the motorhome or its equipment once the rental period has commenced. Compensation rights for damages are excluded in the case of defects reported subsequently, unless such a claim is motivated by non-apparent damages.

10. Repairs. Replacement vehicle.

10.1 Normal mechanical wear and tear of the motorhome is the responsibility of the lessor. When the duration of the journey or the condition of the roads makes it advisable, necessary maintenance operations will be carried out at an official service center of the chassis-engine brand.

10.2 Stop the vehicle as soon as possible when any warning light indicating a malfunction in the operation of the motorhome is illuminated, and contact the lessor or the Roadside Assistance Company contracted by the lessor, and only them. You should exclusively go to an official service center of the chassis-engine brand unless expressly authorized by the lessor.

10.3 The lessee may authorize necessary repairs, not exceeding 150 euros, to ensure the safety during the operation and circulation of the motorhome during the rental period. To do so, it will only be necessary to obtain the lessor's approval. The lessor will bear the costs of the repair if the original receipts and replaced parts are provided, provided that the lessee is not responsible for the damages as stated in section 11. The damages affecting the tires are excluded from this rule.

10.4 In the event that a repair of this nature is necessary due to damages attributable to the lessor, and the lessee is not responsible for resolving it, the latter must immediately notify the lessor of the damage in question and provide a reasonable period for its repair. The lessor shall not be responsible for the specific conditions of each country (e.g., infrastructure) that may cause a delay in the completion of the repair.

10.5 In the event of any malfunction of the passenger compartment components, the lessee must immediately notify the lessor, who will provide the appropriate instructions for its repair.

10.6 In the event that, without any fault of the lessee, the motorhome suffers severe damage or it is anticipated that it cannot be used for a long period of time or needs to be taken out of circulation, the lessor, if available, will provide the lessee with a replacement motorhome of equal or greater seating capacity within a reasonable period of time, thereby excluding the termination of the contract.

10.7 In the event that the lessee is responsible and the motorhome suffers severe damage or it is anticipated that it cannot be used for a long period of time or needs to be taken out of circulation, the lessor may refuse to offer a replacement motorhome. In this case, the termination of the contract by the lessee is excluded. If the lessor is available to provide a replacement motorhome to the lessee, they may charge the lessee for any expenses associated with it.

11. Lessee's Responsibility. Comprehensive insurance.

11.1 In accordance with the principles of comprehensive insurance, in the event of total damage, the lessor will exempt the lessee from liability for material damage, subject to a corresponding deductible, which the lessee must assume.

11.2 Under no circumstances will the lessee be exempt from their civil, administrative, criminal, or any other responsibilities that may arise from an accident or malicious behavior.

11.3 The liability exemption indicated in section 11.1 will not have effect if the lessee fails to comply with any of the rules indicated in all points of section 8.

11.4 The liability exemption in section 11.1 will not apply if the lessee has caused damages intentionally or negligently.

11.5 Likewise, the lessee shall be held responsible in the event of intentional behavior in the following cases:

If the lessee does not comply with the rules and the current traffic code in the country where they are driving.

If the damages are a result of reckless driving due to the effects of drugs and alcohol.

If the lessee or the driver, to whom the lessee has entrusted the motorhome, flees in the event of an accident.

If the lessee, contrary to the obligation established in section 8, fails to notify the police in the event of an accident, except in cases where this violation did not affect the determination of the causes of the damage or its extent.

If the tenant fails to comply with other obligations established in section 8, except in cases where such non-compliance has not affected the verification of the causes of the damage or its extent.

If the damages are a consequence of a prohibited use as stated in section 7.1.

1.1. If the damages are a consequence of a failure to comply with the obligation established in section 7.2.

2.2. If the damages have been caused by an unauthorized driver to whom the tenant has entrusted the motorhome.

3.3. If the damages have been caused by not taking into account the dimensions of the motorhome (height, width, and length).

4.4. If the damages are a consequence of a breach of the provisions regarding the additional charge.

5.11.6 The lessee shall be responsible for all expenses, fees, fines, and penalties related to the use of the motorhome, which are claimed by the lessor, except if they are attributable to the latter.

6.11.7 If there are multiple tenants, they shall be jointly liable as debtors.

[View the full policy \[here\].](#)

12. Landlord's responsibility. Prescription.

12.1 The landlord delivers the motorhome in perfect condition, having performed all the necessary checks and maintenance for its proper functioning. The landlord shall not be liable for mechanical failures or breakdowns due to normal wear and tear of the motorhome, nor shall they be responsible for any expenses, delays, or damages incurred directly or indirectly as a result of such failures or breakdowns.

12.2 If due to force majeure, unforeseen circumstances, or reasons beyond the control of the landlord, the motorhome cannot be delivered on the agreed date, this shall not entitle the tenant to any compensation, except for the refund of the amount paid as a reservation by the landlord to the tenant.

12.3 The landlord assumes no responsibility towards the tenant for the tenant's vehicle, which is left, as free parking, on the premises of the landlord AJJ Vans, during the rental period of the motorhome.

12.4 The landlord shall be liable without limitation in cases of fraud and gross negligence. If it concerns minor negligence, the landlord shall only be liable in a limited manner for foreseeable damages as stipulated in the contract, to the extent that a cardinal obligation, whose fulfillment is of particular importance to achieve the purpose of the contract, is breached. This measure of liability shall also be valid in cases where obstacles arise in the provision of services when the contract is formalized.

12.5 The General Commercial Conditions displayed at the Rental Center at the time the rental period commences shall be valid.

13. Exclusions of Coverage and Lessee's Responsibility:

The lessee acknowledges and understands that certain events and circumstances are not covered by the insurance provided in relation to the rented vehicle. In such cases, the lessee will assume full responsibility and associated costs. These excluded events and circumstances include, but are not limited to:

1. Robbery with Violence:

– Damage to persons and property caused when the insured vehicle has been stolen, understanding that this refers exclusively to conduct classified as robbery in the Penal Code.

2. Driving Under the Influence:

– Personal and material damages caused by driving under the influence of alcohol, toxic drugs, narcotics, or psychotropic substances.

3. Unlicensed Driver:

– Personal and material damages caused when the vehicle driver lacks a driver's license.

4. Driving in Inappropriate Places:

– Damage caused by driving the insured vehicle in places that are not suitable roads for that purpose, unless otherwise agreed in the special conditions.

5. Mechanical Breakdowns:

– Mechanical breakdowns, repairs due to wear and tear from use or poor maintenance, as well as the correction of construction or repair defects.

6. Non-Fixed Accessories:

– Accessories that are not a fixed part of the vehicle, such as keys or remote controls, are not covered under any circumstances.

7. Indemnizaciones y Sanciones:

– The compensation, fines or penalties to which the tenant was condemned.

8. Tire Damage:

– Damage affecting tires (covers and inner tubes), except in cases of total loss of the vehicle and other cases in which the insured vehicle suffers other material damage.

14. Pets

14.1 Renter is allowed to bring pets in the motorhome rental, subject to prior notification and approval by the Rental Firm. A pet fee of 50 euros will be charged in addition to the rental fee for bringing pets.

14.2 The Hirer must ensure that pets are well behaved, properly restrained and do not cause any damage to the motorhome. Any damage caused by the pets will be the responsibility of the tenant.

14.3 Renter must also comply with all applicable laws and regulations regarding the transport and care of pets during the rental period.

14.4 The Rental Firm reserves the right to refuse permission to carry pets based on the type, size or breed of the animal, or if the Rental Firm reasonably believes that allowing pets may pose a risk or inconvenience to other passengers or the motorhome itself.

14.5 The Hirer must provide all necessary supplies, such as food, water, bedding and waste disposal equipment, for the comfort and hygiene of the pet.

14.6 It is the Renter's responsibility to ensure that the presence of a pet does not violate any restrictions or regulations in campgrounds, parking areas or other places where the motorhome is used or parked.

14.7 The Hirer must clean up after his pet and ensure that the motorhome is returned in a clean and sanitary condition, free of any pet-related mess or odor. Failure to comply with these requirements may result in additional cleaning charges or fees.

15. Jurisdiction.

In the event of disputes arising from or related to the motorhome rental contract, it is agreed that the jurisdiction shall be that of the AJJ Vans Rental Center.