

GENERAL CONDITIONS



1 - USE OF THE VEHICLE AND PROHIBITIONS.

The use of the vehicle must be carried out in such a way as to remain, in any case, covered by the insurance policy taken out for it and may not involve the use of the vehicle for any specific purpose other than travel and accommodation.

In particular, the following are incompatible with this contract

- the sub-rental of the motor vehicle,
- its loan (free loan) to persons who are not among those declared by the customer as occupants,
- the exercise, by means of the vehicle, of any kind,
- allowing the vehicle to be driven by a person who is not among those declared by the customer as occupants or who has had his motor vehicle liability insurance policy refused or cancelled.

The use of the vehicle in violation of this provision will result in the immediate loss of the deposit paid as a penalty, and in addition to this, compensation for all damages caused to the Lessor and third parties by the abusive activity.

2 - NUMBER OF PERSONS.

The number of persons transported in the vehicle must not exceed the maximum number indicated in the registration certificate of the country in which it is used.

3 - DRIVERS' REQUIREMENTS.

The vehicle must be driven by a person in good physical condition and with a driving licence that complies with the traffic regulations of the country in which it is being used.

4 - RESPECT OF TRAFFIC REGULATIONS.

The client must use the vehicle in strict compliance with the Highway Code and all the regulations in force in the country of use. Any infringements or fines will be charged to the customer.

5 - DILIGENCE IN USE.

The customer shall use the vehicle with diligence in order to protect the safety of the persons transported and the integrity of the goods.

6 - PAYMENT CONDITIONS.

A deposit of 40% of the total amount of the trip must be paid upon confirmation of the booking requested. Failure to make this payment will result in the booking not being confirmed. The balance is due 30 days before the start of the trip. Failure to do so will result in cancellation of the booking and loss of the deposit. The deposit must be paid at the start of the trip.

7 - RENUNCIATIONS.

In case of early cancellation of the trip, the penalties will be those chosen by the customer during the booking phase and visible on the contract under the item accessories. No reimbursement is due in the event that the customer, for personal reasons, starts the trip late or ends early. The renunciation must be communicated, under penalty of nullity, by email PEC or registered letter with acknowledgment of receipt.

8 - CAUTION.

The withdrawal of the vehicle is subject to the payment of a deposit of € 2000,00 rate NO CDW, € 1000,00 rate CDW BASE and € 500,00 rate CDW FULL. (ONLY BY CREDIT CARD no Bancomat no Debit Card) to cover the excess of € 1000,00 of the RCA/Casco/Theft/Fire policy and excess km and/or any damage caused to the vehicle by the customer or third parties during the trip. The deposit will be refunded upon return, after checking the condition of the vehicle. In the event of an accident, the deposit will be retained until legal or contractual liability has been established. The customer is entitled to exempt himself from the payment of the casco excess in the event of traffic damage by paying a lump sum according to the duration of the rental.

9 - COSTS TO BE BORNE BY THE CLIENT.

The client will be responsible for all expenses related to the transfer of the vehicle beyond any state border, for obtaining visas, authorisations, or temporary import or export of everything in the vehicle, including the on-board equipment provided by the Lessor.

10 - DURATION.

The duration, as established in the present contract, is peremptory. Exceptionally, the Lessor reserves the right to grant an extension by telegraphic confirmation. For delays of more than one hour a penalty of €100.00 plus €30.00 for each hour or fraction of a delay shall be charged.

11 - VARIATION OF THE START.

The Lessor reserves the right to postpone the start of the rental period or replace the vehicle assigned in this contract with an equivalent vehicle in the event of mechanical failure or other impediments of force majeure. In case of delays, the Lessor shall promptly inform the client, who shall be entitled to a refund of the rental fee for the number of days not used.

12 - REPAIRS.

If during the trip there should be mechanical failures of the vehicle that are not due to ordinary diligence on the part of the client, the relative repairs can be carried out directly by the client for amounts not exceeding € 100. For higher amounts of repairs, the client must ask the Lessor for permission in advance.

13 - DELIVERY OF THE MOTOR VEHICLE.

The vehicle must be returned in good hygienic conditions, clean inside and with the waste water and toilet deposit duly emptied. In the event of non-compliance, € 120.00 will be deducted from the fee paid as a penalty for failure to clean the interior and € 120.00 for failure to empty the drains. Furthermore, the client is responsible for the accessories entrusted to him, such as the spare wheel, etc., which will be charged in the event of theft or damage.

14 - EXPORTATION OF THE VEHICLE.

The Lessor authorises the client to drive his vehicle abroad under the temporary exportation regime. Explicitly for the days agreed in the contract.

15 - PERSONAL DATA PROCESSING.

According to the General Data Protection Regulation 2016/679 of the European Union of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (GDPR).

The customer is informed that:

- His common and sensitive personal data (the data) will be processed by Monzacamper with the aid of paper, electronic and/or automated means, for purposes concerning:
 - Opening, management and execution of the rental contract, including the verification of the veracity of the data provided and solvency.
 - Fulfillment of legal obligations, regulations or EU legislation (such as anti-money laundering) and/or provisions of public bodies.
 - Survey of the degree of satisfaction with the quality of services.
- Data processing is:
 - necessary for the opening and management of the rental contract.
 - compulsory by law, regulation, EU legislation and/or provisions of public bodies
 - Optional for the purpose of detecting the degree of satisfaction of services.
- Data may be communicated to the following subjects as autonomous Data Controllers:
 - specific subjects, charged by Monzacamper with the provision of services instrumental or necessary to the execution of the rental contract such as the management of fines that may be imposed during the same, and, in case of your consent, specific subjects, charged by Monzacamper with the management of information and sales promotions and / or detection of the degree of satisfaction of services. b) subjects to which the communication is required to achieve the purposes referred to in paragraph
 - in particular in case of infringement, to the Public Authority as provided for in Articles 196 and 126 bis of the new Highway Code.
 - Subjects who have claims related to the use of the vehicle during the rental period (e.g. in case of non-payment of motorway tolls).
 - The companies Monzacamper srl and Newbin srls.
 - Insurance companies for the activated policies.
- The data controller is Monzacamper srl. You can ask for the list of the Responsible of the treatment, exercise the right of the art.7 Privacy Code and in particular obtain from the Owner the confirmation of the existence of the data that concern you, their communication and the indication of the logic and the purposes of the treatment, the cancellation, the updating or the block of them, as well as oppose for legitimate reasons and always in the case of commercial purposes to the treatment, writing to Monzacamper srl Via Carnia, 1 - 20900 - Monza (MB) or sending an e-mail to amministrazione@monzacamper.it.

Furthermore, your data may be known by employees and collaborators in their capacity as appointees or managers. The Data are not subject to dissemination.

MONZACAMPER reserves the right, subject to personal information, to like or dislike the customer within a period of 10 days from receipt of the deposit paid. The notification of non-acceptance will be made by registered mail at the domicile declared by the customer and will result in the simple refund of the deposit paid. In order to have the right to reimbursement it is necessary to have a regular invoice made out to: MONZACAMPER S.r.l. - Piazza Podgora, 2- 20900 Monza - P.I. IT04736950967 - CID SUBM70N.

16 - VEHICLE TRACKING.

The customer is informed that a satellite tracker can be installed on the rented vehicle which could be activated to prevent theft.

17 - BREAKDOWNS OR ACCIDENTS

In the case of an accident, either active or passive, or in the case of a mechanical failure, which makes the motorhome temporarily unusable, the customer must immediately communicate by phone or email to MONZACAMPER and call the insurance company's operations centre to activate the claim. In case of non-compliance, any costs of transport, restaurant, hotel or anything else, are the sole responsibility of the customer, moreover, within the next 48 hours must send to MONZACAMPER registered letter or PEC with all the written and / or photographic documentation relating to the accident. In any case, in the event of an accident, the appropriate form provided by the insurance company must be filled in (accident report, friendly statement C.I.D.) which is located in the document holder together with the vehicle registration document. The driver and any other person authorised to drive the vehicle is covered by an insurance policy for civil liability towards third parties and for damage to animals or things, within the limits of the laws in force in Italy. The tenant also undertakes to protect the interests of the Landlord and his insurance company in case of accidents during the rental period, and shall among other things

- Provide the names and addresses of the parties involved in the accident and the witnesses,
- Admit any responsibility or fault,
- Not leave the vehicle unattended without ensuring adequate safeguards,
- Immediately inform the Lessor by phone and email, even in the case of minor damage (for more serious cases by telegram or email PEC), followed by a detailed report with photos and a sketch.

Tel: 0398951344 - 3356165188 Email: info@monzacamper.it PEC: monzacamper@pec.it

- Immediately inform the police authority in the event of the need to investigate third parties or when there are injuries. The customer shall be liable for any infringement of the highway code, even after a period of time.

The Court of Monza shall be competent for any dispute.

The official original document is [CondizioniGenerali.pdf](#)