

# General Rental Conditions - The Vespa Trip

The Driver: \_\_\_\_\_ (full name)

*The Vespa Trip* (The Renter) has rented a fleet of Vespa's for a whole summer from Toscana in Tour SAS (The Owner) and agrees to subrent to The Driver the vehicle indicated on the **Rental Agreement** (vehicle) of rental as per the terms and conditions set out below:

Art. 1 – The minimum age for renting the Vespa is 18 years.

Art. 2 - The Rental Agreement indicates the commencement day and hour that the rental begins and also the day and hour when the rental agreement terminates and the vehicle is returned to The Owner. The vehicle delivered to the driver is in good condition. Any exceptions to this are noted at the beginning of this letter, the driver is required to return the vehicle in exactly the same condition in which it was delivered except for normal usage as part of the rental, and on the appointed day and hour indicated in this letter of rental agreement.

Art. 3 - The vehicle must be driven only by the driver or your delegate communicate with the exception of cases listed as part of Article 1; the driver must be able to demonstrate to the leasing company that he is in possession of a regular driving licence and that he will not yield the rental vehicle to another person. The driver must expressly declare to be personally responsible of the actions, omissions of whoever guide the vehicle, except if it depends on illegal facts that can't be avoided by the Driver.

Art. 4 – The vehicle must not be driven by anyone in a state of drunkenness, either under the influence of alcohol or narcotics or in a psychological state to the point where he cannot comply with the rules of the road, nor is it to be used for any illegal purpose, for competitions in speed (racing) or for the transportation of passengers for a fee and is not to leave the territory of Italy.

Art. 5 – The driver and every other person authorised to drive are covered by insurance by the RCA to maximum of 6.000.000,00 euro's, with a **franchise paid by the driver to 250,00 euro**.

Art. 6 – The driver will be responsible for any damages caused through improper use as well as for theft, for the loss of keys or for any other use in violation of the terms and conditions:

The driver is not covered by insurance for the following:

1. For the immobilisation of a damaged vehicle, for which the driver is liable, when it is taken out of service for repairs;
2. For reimbursement costs for The Renter or The Owner for the transportation of a damaged vehicle to the wreckers, insurance coverage unless activation and/or for the repair of the same vehicle;
3. For injury to the driver and for damage to objects and luggage transported in the vehicle;
4. for any damages caused whatsoever to the chassis, wheels, paint, rear-view mirrors travelling case;

Art. 7 - In case of accident the driver must inform The Renter within 24 hours and must have a list of damages compiled by a competent authority.

Art. 8 – In the case of breakdown of similar incident none who is not authorised by The Owner must undertake any repair work.

Art. 9 – The full payment for the entire trip must be made in advance via our website [www.thevespatrip.com](http://www.thevespatrip.com).

Art. 10 – The vehicle will be delivered full of fuel. If the vehicle is returned without a full tank of fuel the driver will be debited a further **Euro 25.00**.

Art. 11 – If the vehicle is returned outside normal office hours (9,30am to 7pm) or in a different place to the location of The Owner, a further **Euro 25.00** will be levied.

Art. 12 – All vehicles must be returned on the designated day and at the designated hour according to what is recorded on the rental agreement. Failure to do so will result in an extra day's rental charge being added to the rental account for the driver to pay.

Art. 13 – In the case of loss of keys the driver will need to reimburse an amount up to **Euro150.00** which may also compensate for a search for the keys. In the case of loss of documents or of the licence place the cost of reimbursement is **Euro 200.00**.

Art. 14 – The cautionary deposit depends on the chosen Damage Insurance, mentioned below on this page. In the case in which in the action of restitution of the vehicle damage is found to the same vehicle, the deposit will be detained by The Renter against the immediate damages and in compensation for the concealed damage.

Art. 15 – The deposit by guaranteeing with a credit card (Visa, Mastercard & Diner's card is allowed)

Art. 16 – From any controversy deriving from or connected with a rental agreement of a vehicle, it will be exclusively dealt with by the appropriate law court in Ghent, Belgium.

Art. 17 – Personal data provided by the driver will be used only and exclusively for the purposes of the contract and would be supplied to a third party only for the same contract.

Art. 18 – The driver agrees to inform The Vespa Trip of any fines whatsoever that have been incurred during the rental period and, if paid, must supply proof of payment to. In case of fines 15 Euro's will be charged for the administrative management of the file. The cost do not extinguish the fine that will be entirely borne by the driver.

Art. 19 – (Delayed charge) - The driver consents to pay the total amount due by credit card including all costs incurred directly and indirectly as part of the rental agreement, also any subsequent costs that received by The Vespa Trip after the rental agreement has been finalised (damage, such as, but not only, non-paid highway fines or tolls) referring to the period of rental by the driver; The Vespa Trip will take payment for these final costs as a secondary debit against the credit card.

Art. 20 – If an estimation of eventual Damage is impossible to make on the return date, the total amount will be held until an estimation has been received by the Renter. The Renter will make sure this never takes more than 7 days.

Chosen Damage Insurance:

- No Insurance.**  
Maximum Own Risk for the Driver: 2500 €. The Vespa Trip will block 900 € on a credit card. If costs surpass this amount, the rest amount has to be paid on the day of return;
- Standard Insurance**  
Maximum Own Risk for the Driver: 800 €. The Vespa Trip will block 600 € on a credit card. If costs surpass this amount, the rest amount has to be paid on the day of return, until 800 € maximum.
- Full Insurance**  
Maximum Own Risk for the Driver: 200 €. The Vespa Trip will block 200 € on a credit card.

**Date:** \_\_\_\_\_

**Signature**

\_\_\_\_\_