

SOULVANS POLICIES

1) Rates and conditions

Rates and Conditions quoted in our documentation are subject to change without notice. However we will not alter rates or conditions applicable to your rental once confirmed your booking. Please note all prices are quoted and payable in Chilean pesos. Apart from the daily rate there applies the Chilean VAT, which is 19%.

2) Definitions

'This Agreement' means the Rental Agreement and these Terms and Conditions.

'Customer' means the person or persons nominated as the hirer. Soulvens' means Soulvens Chile Ltd. 'Rental Period' means the hire period or any agreed variation thereof and any additional period during which the campervan is in the Customer's possession or control. 'campervan' means the Vehicle hired by the Customer and includes tires, tools, accessories, camping utensils, and all other equipment, documents or additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided.

3) RENTAL DURATION

3.1 Rental days are calculated on a calendar day basis. When calculating the number of days the campervan is rented; the day of pick-up is counted as day one of the rental, regardless of pick-up time.

The day of the campervan's return is counted as the final day of the rental regardless of drop-off time.

3.2 Minimum rental period is 2 days providing the pickup and return location are the same. Minimum rental periods are subject to change, and any change will be notified to you prior to booking confirmation.

3.3 Late pick-up or early return of the campervan does not entitle the Customer to any refund of the unused portion of the rental.

4) Delivery and return of the campervan

4.1 The Customer acknowledges having received the campervan in a clean condition.

4.2 The Customer will return the campervan in a clean condition, time and location set out in the Rental Agreement. Failure to adhere to these requirements will result in additional charges. There is no refund for unused fuel.

4.3 Petrol level must be equal to the level when receiving the camper.

5) Branch hours of operation

Soulvens Santiago is open 6 days per week, 9:30am to 7:00pm. Soulvens Agents are available 7 days per week with the same schedule. Soulvens requests that clients collecting or returning their

campervan to be in the office by 5:00pm. Branches are closed Christmas Day (25 December) and New Year (01 January).

Please ensure that you allow adequate time to complete the required paperwork when collecting or returning your campervan. All campervans must be collected from and returned to a Soulvens branch.

A \$30.000CLP surcharge will apply to all rentals picking up and/or dropping off on the following National public holidays:

New Years Day (1st January)

Easter Monday (1st April)

Worker day (1st May)

Navy glories (21st May)

Chile Independence days (18th, 19th, 20th September)

Christmas (25th December)

6) Change of drop-off destination

If the Customer wishes to change the drop off destination, they must first obtain authorization from the Reservation Centre in Santiago. Subject to the change being approved, an additional charge up to \$300.000 CLP may apply which will be notified to you at time of approval. The fee may apply in all cases irrespective of the reason for location change.

7) Late drop-offs and pick ups

7.1 If the Customer wishes to drop-off or pick up the campervan after business hours, they must first get approval from the branch of destination. Failure to obtain authorization will result in a daily fee of \$40.000 CLP in addition to the daily rate.

7.2 The Customer will be required to pay an extra day's Liability Reduction (based on the Liability Reduction Option selected) as they will be held responsible for the campervan up until the time that it is checked in by a Soulvens staff member.

8) Rental extension

8.1 If the Customer wishes to extend the rental whilst on hire, they must first obtain authorization from Soulvens. This is subject to availability.

8.2 Failure to obtain an authorization for a rental extension will result in a late fee of \$40.000 CLP per day in addition to the daily rental rate (including Liability Reduction charges) for each day until the campervan is returned. The daily rental rate charged will be the rate applicable on the day of extension (which may differ from the original rate booked) per campervan for the extended rental period.

9) Additional location: Iquique, San Pedro de Atacama, Antofagasta

A variable additional location fee between \$ 60,000 CLP - \$ 400,000 clp applies to all campervans that pick up and return in the cities mentioned above. If collection and transfer occurs in the same city, only one location fee will apply. This is in addition to the one-way fare if applicable.

10) One-way rentals

One-Way rentals are available between all branch locations in Chile.

10.1 A \$ 350,000 CLP rate applies for a single trip for rentals to / from Iquique, San Pedro de Atacama, Antofagasta - Santiago

10.2 A fee of \$ 150,000 CLP is applied per round trip to / from Puerto Montt-Santiago

10.3 A rate of \$ 190,000 CLP is applied per round trip to / from Puerto Montt-Punta Arenas

10.2 A One-way fee of \$100.000 CLP applies for rentals to/from Puerto Montt-Santiago

10.3 A One-way fee of \$170.000 CLP applies for rentals to/from Puerto Montt-Punta Arenas

11) Multiple rentals

Should a Customer have more than one rental, the bookings can be combined to qualify for longer term hire discounts. Campervan hire quality if travel is within a 3-month period.

12) Extra driver fee

There are no fees for additional drivers.

13) License

13.1 A current and full (non-probationary) motor vehicle driver's license is required and must be produced upon campervan collection. Should a foreign license be in a language other than Spanish/English, it must be accompanied by an accredited Spanish translation.

14) Age restrictions

Drivers must be 19 years of age or over.

15) Use of the campervan

15.1 The Customer agrees that, during the Rental Period, the Customer will not allow the campervan to be:

(a) driven otherwise than in a prudent and cautious manner. A single Vehicle rollover is considered a breach of this condition. A single Vehicle rollover may include, but is not limited to, a Vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the Vehicle.

(b) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law (zero tolerance alcohol law in Chile);

(c) left with the ignition key in the campervan while it is unoccupied;

(d) damaged by:

- (i) submersion in water
- (ii) contact with salt water
- (iii) creek or river crossing
- (iv) driving through flooded areas
- (v) beach driving;
- (e) used for any illegal purpose or in any race, rally or contest;
- (f) used to tow any vehicle or trailer;
- (g) used to carry passengers or property for hire or reward;
- (h) used to carry more persons than is permitted by any relevant authority or detailed in the campervans manual or on the campervan or specified in this Agreement; All passengers must use seat belt
- (i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; and
- (j) used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental.
- (k) is drive non roads inappropriate for the campervan (unpaved roads and roads in bad conditions)

15.3 For safety purposes, Soulvans reserves the right, at its sole discretion, to restrict campervans movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the hire period. Soulvans will advise you on pick-up of any travel restrictions known at that time.

Such is the case of the following path (Argentina):

TAPI AIKE – EL CERRITO, Argentina



Likewise, the client is requested not to exceed 40km / hour on gravel roads and 90km / hour on paved roads.

15.4 If Soulvans mandates a change in drop off location, fees as per clause 6 will not apply.

15.5 The Customer shall not make any alterations or additions to the campervan without the prior written consent from Soulvans.

15.6 The Customer will not allow any animals to be carried in the campervan, excluding registered guide dogs.

15.7 The Customer shall take all reasonable steps to properly maintain the campervan, including daily checks of the oil, water and batteries, and will contact Soulvans immediately should vehicle warning lights indicate any potential malfunction.

Example case 1: Once the emergency lights (Check Engine) are on, the vehicle will roll at least 10 or 20 km before losing all the oil in the oil tank (crankcase). Consequence, destruction of the engine.

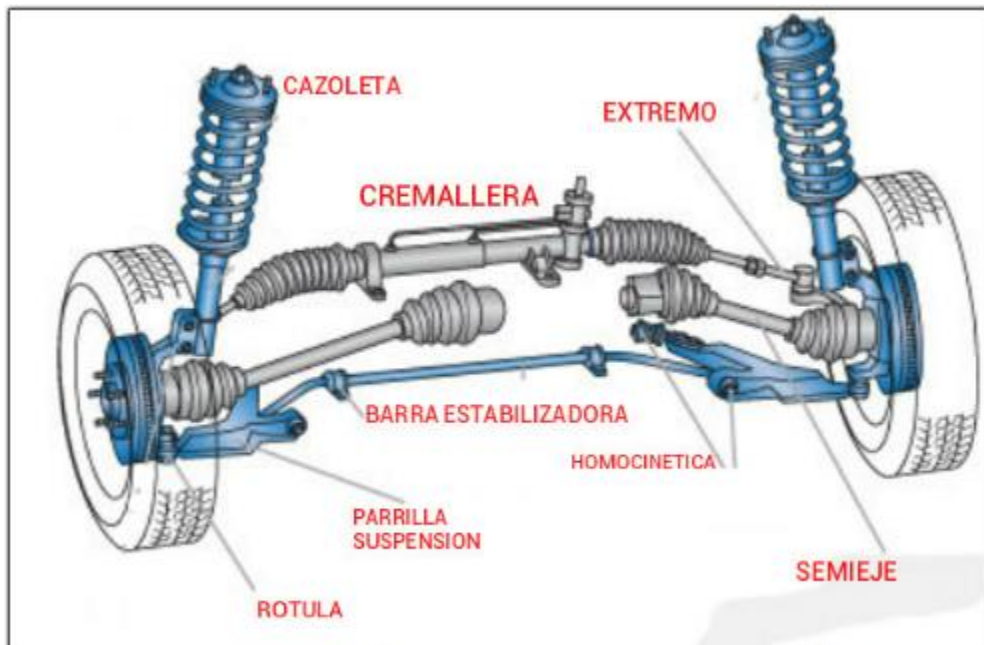
Customer is responsible for the mechanical service payment and the transfer the vehicle to a city in Chile indicated by Soulvens.

Example case 2: Radiator breakage, damage and rupture of the oil tank (carter) resulting in: engine melting; Damage and breakage with casting result of Gearbox (transmission) without occurrence of: collision / overturning / desbarrancamiento. The campervan displacement on gravel roads generates rocks bounce under the vehicle, which is inclement with the displacement speed. The rocks will splash and destroy the aforementioned parts.

16) Maintenance and repairs

16.1 For repairs costing over \$50.000 CLP, Soulvens will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided the Customer was not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.

16.2 Subject to the terms of the Liability Reduction, the Customer will pay for the cost of repairing or replacing tires and/or windscreen roof box, luggage racks, rear-view mirrors, lighting and signaling optics and front axel components including the front and rear shock absorbers (image attached) damaged during the Rental Period.



17) On-road assistance

17.1 Any problems associated with the campervan including equipment failure, must be reported to Soulvans within 10 hours in order to give Soulvans the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. Soulvans reserves the right not to accept liability for any claims submitted after this period.

17.2 This service covers any technical malfunction of the campervan arising from a manufacturing or material fault that directly renders the part concerned unfit for operation during the warranty period and for which a warranty claim is not excluded. Please note the manufacturer does not generally cover;

- (a) The vehicle running out of fuel
- (b) The keys being locked inside the vehicle or lost
- (c) Flat batteries caused by incorrect usage of the batteries and or incorrect usage of any equipment that requires the batteries to operate
- (d) A breakdown caused by damage caused in an accident

(e) A breakdown caused by willful neglect

17.3 All road side assistance required or managed due to 17.2 a-e, will incur a minimum charge of \$70.000 CLP plus any additional charges provided by third party assistance.

17.4 Soulvans offers 24-hour assistance in roadside assistance, except outside the urban area of Coyhaique, Cochrane, Chile Chico y Punta Arenas or Remote Areas. It will be understood by Remote Areas Carretera Austral and its branches. Soulvans provides 24hr on road assistance support, outside office hours (including weekends and public holidays)

18) Campervan availability

18.1 Campervans cannot be requested by make or model, only by vehicle category.

19) Title to campervan

The Customer acknowledges that Soulvans retains title to the campervan at all times. The Customer shall not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the campervan.

20) For your protection

Chile legislation provides limited coverage for personal injury. Soulvans does not accept any liability for personal injuries sustained during the rental and recommends not to leave valuables in the campervan and have personal travel insurance to cover for the loss/ damage of personal belongings.

You will be charged for the insurance of the vehicle CLP5.000 per day. It covers damages above USD1000. This insurance deductible can be lowered by an additional payment.

23) Campervan Security Deposit

23.1 On pick-up of the campervan, the Customer agrees to pay a Campervan Security Deposit by Paypal System or Credit Card. The Customer authorizes Soulvans to deduct from the Campervan Security Deposit any amounts due by them to Soulvans arising out of the Agreement.

23.2 The Campervan Security Deposit is fully refundable, provided the campervan is returned on time, to the correct location, undamaged, in a clean condition, the Campervan Deposit will be refund after 48-36 hours.

23.3 Soulvans reserves the right to retain a 30.000 CLP cleaning fee.

24) Procedures in case of accident

If the Customer is involved in a motor vehicle accident whilst on hire, the following procedures should be followed:

(a) At the Accident Scene the Customer must:

1. Obtain the names and addresses of Third Parties and any Witnesses.

2. Report the accident to police, regardless of estimated damage costs.
3. Not accept blame or insist the other party is at fault.
4. If possible, photograph damage to all vehicle(s) and registration number(s).
5. Phone Soulvans with the accident's details within 24 hours.

(b) At the Branch:

1. The Customer must produce their Driver's License and hand over the police report (if applicable) and any supporting photographs.
2. The Customer is required to pay the Liability (if applicable) and any other amount due by them in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting 'the event' and not at completion of the Rental Period.
3. The Customer will pay Soulvans the daily rental rate for the period the campervan is off fleet for accident repairs.
4. The Soulvans staff will ensure the Motor Vehicle Accident Report is completed clearly and accurately signed by the Customer.

(c) Time Frame for Settlement of Customer Liability Claims:

1. Soulvans shall use best endeavors to ensure that any money due back to the client is forwarded as quickly as possible, however Third Party claims can take months or even years to resolve. Soulvans cannot force the destiny of these claims, and the customer acknowledges that handling of these claims is up to Soulvans Insurer and the Third Party, whether they be insured or not.
2. Soulvans agrees to refund any Campervan Security Deposit refunds applicable within 60 days off receiving final resolution and payment relating to third party claims.

25) Release and indemnity of Soulvans

25.1 The Customer releases Soulvans, its employees and agents, from any liability to the Customer (regardless of who is at fault), for any loss or damage incurred by the Customer by reason of rental, possession or use of the campervan.

25.2 The Customer hereby indemnifies and shall keep indemnified Soulvans, 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 the Customers use and/or possession of the campervan.

25.3 Any indemnity required of the Customer shall not operate to indemnify Soulvans in respect of any negligent act by Soulvans.

26) Freedom Camping and Toll and Traffic Offences in Chile

26.1 The Customer is liable for an offence committed during the Rental Period involving the use of the campervan where the offence was:

(a) a speeding offence, an offence in respect of failure to comply with the directions given by a traffic signal, or a toll offence where such offences were detected by approved vehicle surveillance equipment;

(b) an offence for parking in any portion of a road in breach of any bylaw of a road controlling authority

26.2 The Customer agrees to pay any infringement fee and costs that may become payable because of an infringement notice served on Soulvans for any of the offences set out in clause 26.1 (a)(b), including an administration fee of up to \$15,000 CLP for associated administration costs. This administration fee will be applicable per offence.

26.3 Subject to Soulvans' complying with clause 26.4 and 26.5, the Customer transfers Soulvans any infringement fees and costs, including any administration fee under clause 26.2.

26.4 If Soulvans receives:

(a) an infringement notice, Soulvans will send the Customer a copy of the infringement notice and this agreement, together with a notification that if Soulvans receives a reminder notice in respect of the infringement notice, Soulvans will ask for payment of the amount of the infringement fee (plus an administration fee of up to \$15,000 CLP)

26.5 All notifications under clause 26.4 will be sent by email provided by the Customer within 5 working days of receipt of the infringement or reminder notices (whichever is applicable).

27) Rental charges

Total charges as set out in the Rental Agreement are not final. The Customer will pay any shortfall in charges to Soulvans and the Customer will receive a refund for any overcharges made by Soulvans. Wherever possible, any amendment to charges will be notified to the customer at conclusion of rental, and the Customer agrees to payment of any such charges at that time.

28) Payment of charges – joint and several liabilities

All charges and expenses payable by the Customer under this Agreement are due on demand by Soulvans including any collection costs and reasonable legal fees incurred by Soulvans. The charges must be paid in cash or by paypal. Transfer costs must be paid by the customer. When the Customer comprises of more than one person, each person is liable jointly and severally for all obligations of the Customer pursuant to this Agreement.

29) Terminating the agreement and repossessing the vehicle

29.1 The Customer acknowledges that Soulvans may refuse any rental, terminate this Agreement and/ or repossess the campervan (and for that purpose enter upon any premises and remove the campervan) at any time, without notification to the Customer, and that the Customer will pay the reasonable costs of repossessing the campervan, including towing charges if:

(a) the Customer is in breach of any material term of this Agreement, particularly clauses 15 and 37;

29.2 The Customer understands that in the event of such termination or repossession, the Customer has no right to a refund of any part of the rental charges or the Campervan Security Deposit.

30) Cancellations

If a bookings travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply. Cancellation fees are as follows:

- If cancelled up to 30 days prior to pick up: 10% of Gross Rental
- If cancelled from 29 to 19 days prior to pick up: 20% of Gross Rental
- If cancelled 18 to 7 days prior to pick up: 40% of Gross Rental
- If cancelled 6 to same day of pick up or No Show: 80% of Gross Rental
- If Vehicle is returned early: No refund available

31) Proper Law

This Agreement is governed by the laws of Chile

32) Customer warranties

The Customer warrants that all information supplied by them to Soulvans in connection with this Agreement is true.

33) km limitations

To maintain our campervans we unfortunately need to limit km. Therefore we have the following extra charges if you exceed 250 km daily:

Every extra km will be charged at \$130 CLP. However if you know that you will travel more km we do offer packages:

50km extra per day (Total of 330 daily kms): \$5.000CLP extra per day

100km extra per day (Total of 380 daily kms): \$8.000CLP extra per day

150km extra per day (Total of 430 daily kms): \$11.000CLP extra per day

33) Entire agreement

This Agreement constitutes the entire agreement