

RENTAL CONDITIONS



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1. Rates and conditions.

The rates and conditions quoted in our documentation are subject to change without notice. However, we will not alter the rates or conditions applicable to your rental once your booking is confirmed. All prices are quoted and paid in Chilean pesos. In addition to the daily rate, Chilean VAT of 19% applies.

2. Definitions.

"This Agreement" means the Rental Agreement and these Terms and Conditions. "Customer" means the person or persons designated as the lessee. "Rental Period" means the rental 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 rented by the Customer and includes tires, tools, accessories, camping utensils, and all other additional rental equipment, documents, or items related to the Vehicle and any replacement or replacement Vehicle that may be provided.

3. Rental duration

- 3.1. Rental days are calculated on the basis of calendar days. When calculating the number of days the campervan is rented; The pick-up day is counted as the first day of the rental, regardless of the pick-up time.
- 3.2. The day of return of the campervan is counted as the last day of the rental, regardless of the delivery time.
- 3.3. The minimum rental period is 18 days, pick-up and drop-off is the same. The minimum rental period is 21 days, pick-up and drop-off is different.
- 3.4. 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 Client acknowledges having received the campervan in clean condition.
- 4.2. The customer must agree via Whatsapp two days in advance the time of delivery and return of the camper, with the managers of Soulvars in Punta Arenas and Puerto Montt. Otherwise, Soulvars will tell the customer the delivery or return schedule.
- 4.3. The Customer will return the campervan in clean condition, at the time and place set out in the Rental Agreement. Failure to comply with these requirements will result in additional charges.
- 4.4. The fuel level must be equal to the reception level of the campervan. There is no refund for unused fuel.

5. Hours of Operation:

Puerto Montt and Punta Arenas open from Monday to Saturday, from 9:00 a.m. to 6:00 p.m. Santiago open Monday to Sunday 9:00 a.m. to 7:00 p.m., Sunday 2:00 p.m.

The Customer must contact the managers of Soulvars Puerto Montt and Soulvars Punta Arenas 2 days in advance to arrange the delivery and return time. The delivery time is indicated by the delivery zone coordinator according to your time availability. Contact number and name of the area managers in the quotation delivered to the Client

Branches are closed on Christmas Day (December 25th) and New Year's Day (January 1st). A surcharge of \$50,000CLP will be applied to all rentals that pick up and/or return on the following national holidays: Easter Monday (April 1st); Labor Day (May 1); Glories of the Navy (May 21); Chilean Independence Day (September 18, 19, 20).

All campervans must be picked up and returned at a Soulvars branch. In the event of a camper failure or other unexpected problem, the Customer must take the campervan to the branch, otherwise Soulvars will use the refundable deposit to cover the cost of transportation to the branch.

6. Change of delivery destination.

If the Customer wishes to change the delivery destination, they must obtain authorization from Soulvars. Subject to approval of the change, an additional charge of up to \$300,000 CLP may apply and will be notified to you at the time of approval. The fee applies in all cases, no matter the reason for the change of location.

7. Late deliveries and pick-ups

- If the Customer wishes to return or collect the campervan during non business hours, they must first obtain approval from the destination office. Lack of authorization applies an additional charge of \$100,000 CLP
- The Customer will be required to pay an additional day of Liability Reduction (based on the Liability Reduction Option selected), as they will be responsible for the campervan until such time as it is billed by a Soulvans staff member.

8. Extension of Lease

- If the Customer wishes to extend the rental while renting, they must obtain authorization from Soulvans.
- Season rate 2024 – 2025 per day extension \$70.000 clp
- No authorization for a rental extension applies late payment fee of \$100,000 CLP per day, in addition to the daily rental fee (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 the extension (which may differ from the original booked rate) per campervan for the extended rental period.

9. Additional Location.

Only the city of San Pedro de Atacama. An additional location fee is charged in the quote delivered to the Client. If pickup and drop-off are in the same city, only a location fee will apply.

10. One-way rentals

One-way rentals are available between branches in Chile. A rate stated in the quote applies for a round trip from/to Puerto Montt-Santiago-Punta Arenas

11. Multiple Rentals.

If a Customer has more than one rental, reservations can be combined to qualify for long-term rental discounts. Campervan rental quality if the trip takes place within a 3-month period.

12. Additional Driver Fee.

There is no cost for additional driver.

13. License.

A current and complete (non-probative) motor vehicle driver's license is required and must be presented at the time of pick-up from the campervan.

14. Age Restrictions.

Drivers must be 21 years of age or older.

15. Use of the campervan

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

- is conducted in any other way than in a prudent and cautious manner. A rollover of a single Vehicle is considered a breach of this condition. A single rollover of the Vehicle may include, but is not limited to, a Vehicle that has rolled over, rolled over, or fallen and this has caused damage to the side and/or roof area of the Vehicle.
- Driven by a person under the influence of alcohol or drugs
- it is left with the ignition key in the campervan while it is unoccupied;
- damaged by immersion in water; contact with salt water; crossing streams or rivers; driving through flooded areas; Driving on beaches.
- used for any illegal purpose or in any race, rally or contest;
- used to tow any vehicle or trailer;
- are used to transport passengers or goods for hire or to profit from it;

- are used to transport more persons than permitted by any relevant authority or as detailed in the campervan manual or campervan or specified in this Agreement; All passengers must wear seat belts
- used to transport volatile liquids, gases, explosives, or other corrosive or flammable materials; and are used for the purpose of transporting and transporting goods in a manner other than what could reasonably be expected from a leisure rental.
- Off-road driving is inappropriate for the campervan (unpaved roads and poorly maintained roads)

15.2. Soulvens reserves the right, at its sole discretion, to restrict campervan movements in certain areas.

Permanent restriction (Argentina):



Soulvens does not allow the transit of its vehicles outside the following limits

- Northern Chile: north of the city of San Pedro de Atacama (non-negotiable).
- Central Zone to the South of Chile: There are no limits
- Argentina: Between the border of Chile and Argentina's Route 40 from San Martín de Los Andes to the south, it includes Ushuaia.
- If the Client has a travel plan outside these limits, he/she must expressly inform Soulvens.
- Maximum speed: do not exceed 30km/hour on gravel roads and 90km/hour on paved roads.

15.3. If Soulvens requires a change at the drop-off location, fees will be waived

15.4. The Customer shall not make any alterations or additions to the campervan without the prior written consent of Soulvens.

15.5. The Customer will not allow any animals to be transported in the campervan, except for registered guide dogs.

15.6. The Customer shall take all reasonable steps to properly maintain the campervan, including **checks every 15 days** for oil, water and batteries. The customer will contact Soulvens immediately in the event that the vehicle's warning lights indicate a possible malfunction.

Situation 1: Once the Oil Emergency Lights are on,



The vehicle will run at least 10 to 20 km before losing all the oil in the oil tank. Consequence, destruction of the engine. The customer is responsible for the payment of the mechanical service and the transfer of the vehicle to a city in Chile indicated by Soulvens.

Situation 2: Radiator breakage, results in; Damage and breakage resulting in melting of the gearbox (transmission) without occurrence of collision / rollover / falling off. The movement of the campervan on gravel roads generates projection of rocks that bounce under the vehicle, which increases with the speed of travel. The rocks will project and destroy the radiator, gas filter, crankcase and steering components

16.Maintenance & Repairs

- Repairs will be approved by the Client and reimbursement will be granted, if any, provided that the Client was not responsible for the damages. In all cases, receipts for any repairs must be submitted or the claim will not be paid.
- Subject to the terms Liability, Soulvens will use the refundable security deposit stated in the quote given to the Customer to cover the cost of repairing the damage caused.
- It does not matter for this purpose, who was responsible for the damage to the campervan, nor is it relevant how the events arose.

17.Roadside Assistance

Soulvens does not have roadside rescue units, such as tow trucks or human equipment. Soulvens will be in charge of assisting the customer by relying on the network of contacts and mechanical assistance services available in the area of interest, so there are no specific response times. The Client must accept the availability of time and assistance capacity in the area of interest.

17.1. Any issues associated with the campervan, including equipment failure, must be reported to Soulvens within 10 hours so that Soulvens has the opportunity to rectify the issue during the rental. Failure to do so may result in any claim for compensation being compromised. Soulvens reserves the right not to accept liability for any claims brought after this period.

The customer must accept that mechanical repairs in remote areas have a long turnaround time, meaning more than a day, or more than under normal conditions. Costs associated with the duration of the repair will not be covered by Soulvens, such as hotel accommodations, entrance fees to national park reserves, and others.

The Client agrees that the damages may be caused by

- Poor driving, e.g. radiator breakage due to stones being thrown on gravel road, engine support broken due to speeding on gravel road
- Unforeseen events such as broken hoses and cables due to animal bites
- Destruction of the campervan due to natural events, earthquake, heavy rain, landslide, flooding, intense wind and the like
- A third person accidentally or intentionally destroys the camper, e.g. a broken windscreen by a rock projection from a third moving vehicle.

Soulvens will do its best to assist and repair any damage so that the customer can continue their journey. The repair costs will be obtained from the Refundable Deposit or from the contracted insurance, depending on whether the cost of repair or damage is under or over 1500usd.

17.2. Roadside Assistance covers any technical malfunction of the campervan arising from a manufacturing or material defect that renders the part in question unfit for operation during the rental period. Keep in mind that the manufacturer usually does not cover; (a) The vehicle is running low on fuel (b) The keys are locked inside the vehicle or lost (c) Dead batteries caused by improper use of the batteries and/or improper use of any equipment that requires the batteries to operate (d) A breakdown caused by damage caused in an accident (e) A breakdown caused by intentional negligence

17.3. All roadside assistance required or managed due to 17.2 will incur a minimum charge of \$100,000 CLP plus any additional charges provided by third party assistance.

17.4. Soulvens will seek assistance in external crane services and mechanical maintenance services during daylight hours Monday through Friday or as available, except outside the urban area of Coyhaique, Cochrane, Chile Chico and Punta Arenas or Remote Areas. It will be understood by Remote Areas of Carretera Austral and its branches. Soulvens will seek 24-hour roadside assistance, outside of office hours (including weekends and holidays).

18. Campervan availability

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

19. Campervan Title

The Customer acknowledges that Soulvens retains ownership of the campervan at all times. The Client shall not accept, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, lease or otherwise dispose of or attempt to part with personal possession or otherwise deal with the campervan.

20. For your protection.

Chilean law provides limited coverage for personal injury. Soulvens does not accept any liability for personal injuries sustained during the rental and recommends not leaving valuables in the campervan and having personal travel insurance to cover loss/damage to personal belongings.

You will be charged for the vehicle insurance fee stated in the quote provided to the customer.

21. Security Deposit

21.1. By picking up the campervan, the Customer agrees to deliver a Campervan Security Deposit via PayPal or similar. The Customer authorises Soulvens to deduct from the Campervan Security Deposit any amounts owed by the Customer to Soulvens under the Contract.

21.2. The campervan security deposit is fully refundable, as long as the campervan is returned on time, in the right place, undamaged, in clean condition, the campervan deposit will be refunded afterwards in up to 36 hours.

21.3. Soulvens reserves the right to withhold a cleaning fee of 50,000 CLP at Soulvens' discretion; Consider, for example, excessive soiling on blankets, mattresses, and kitchen components.

22. Procedures in the event of an accident

If the Client is involved in a car accident while renting, the following procedures must be followed:

a) At the scene of the accident, the Client must:

- Obtain the names and addresses of Third Parties and Witnesses.
- Report the accident to the police, regardless of the estimated costs of damages.
- Do not accept blame or insist that the other party is at fault.
- If possible, photograph the damage to all vehicles and registration numbers.
- Call Soulvens with the details of the accident within 24 hours.

b) At the branch:

- The Client must present his/her Driver's License and submit the police report (if applicable) and the photographs that support it.
- The Client is obligated to pay the Liability (if applicable) and any other amounts owed by him in respect of any damage arising from an accident, loss or damage. This amount will be paid at the time of reporting the "event" and not at the end of the Rental Period.
- The Customer will pay Soulvens the daily rental rate during the period that the campervan is out of the fleet for accident repairs.

- Soulvans staff will ensure that the Motor Vehicle Accident Report is completed clearly and accurately signed by the Client.
- c) **Deadline for Settlement of Customer Liability Claims:**
- Soulvans will make every effort to ensure that any monies owed to the customer are sent as quickly as possible, however, third-party claims can take months or even years to resolve. Soulvans cannot force the fate of these claims, and the customer acknowledges that the handling of these claims is up to the Soulvans Insurer and the Third Party, whether they are insured or uninsured.
 - Soulvans agrees to refund any refund of the applicable campervan security deposit within 60 days of receipt of final resolution and payment relating to third party claims.
 - Release and compensation of Soulvans

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 the rental, possession or use of the campervan.

The Customer hereby indemnifies and holds harmless 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 Customer's use and/or possession of the campervan.

Any indemnification demanded from the Customer shall not operate to indemnify Soulvans with respect to any negligent act on the part of Soulvans.

23.Free Camping & Toll & Traffic Violations in Chile

The Customer is liable for an infringement committed during the Rental Period involving the use of the campervan where the infringement has been:

- a) A speeding violation, a violation for failure to follow directions given by a traffic sign, or a toll violation when such violations have been detected by approved vehicle surveillance equipment;
- b) An infraction for parking on any part of a roadway in violation of any ordinance of a highway control authority.

Customer agrees to pay any infringement fees and costs that may be payable due to a notice of infringement delivered to Soulvans for any of the infringements set forth above, including an administration fee of up to \$50,000 CLP for associated administration costs. This administrative fee will be applied per violation.

Subject to compliance by Soulvans, Customer passes on to Soulvans any infringement fees and costs, including any administration fees under the antecedents clause

If Soulvans receives: (a) a notice of infringement, Soulvans will send Customer a copy of the notice of infringement and this agreement, together with notice that, if Soulvans receives a reminder notice regarding the notification of infringement, Soulvans will request payment of the amount of the infringement fee (plus an administration fee of up to \$50,000 CLP)

All notices will be sent via email or WhatsApp system provided by the Client within 5 business days of receipt of the breach or reminder notices (as applicable).

- c) Toll: The customer pays Soulvans in advance for automatic toll service on the road, but not for the manual toll collection service. Automatic toll service signalled on the road with "TAG" indication and audible sound in the camper cab; manual service signposted on the road with instruction "Manual Payment"

24.Rental Charges

The total charges set forth in the Rental Agreement are not final. Customer will pay any shortfall in charges to Soulvans and Customer will receive a refund for any overcharges made by Soulvans. Whenever possible, any modification of the charges will be notified to the customer at the end of the rental, and the customer agrees to payment of such charges at that time.

25.Payment of Charges: Joint and Several Liabilities

All charges and expenses payable by Customer under this Agreement are payable upon request by Soulvans, including collection costs and reasonable legal fees incurred by Soulvans. Charges must be paid in cash or by PayPal system. Travel costs will be borne by the client. Where the Client consists of more than one person, each of them shall be jointly and severally liable for all of the Client's obligations under this Agreement.

26.Cancellation of the contract

The Customer acknowledges that Soulvans may refuse any rental, cancel this Agreement and/or let the campervan rest (and, for this purpose, enter any premises and remove the campervan) at any time, without notice to the Customer, and that the Customer will pay the reasonable costs of retrieving the campervan, including towing charges if: (a) the Client breaches any material term of this Agreement, in particular the above clauses. The Customer understands that, in the event of cancellation or recovery, he/she is not entitled to a refund of any part of the rental costs or the Campervan Security Deposit.

Solvans may terminate any contract at any time AT SOULVANS' DISCRETION without the obligation to state the reason why Soulvans deems such termination necessary, such termination, termin

27.Deposit & Cancellations

- a) DEPOSIT 1500 USD for 2 seat campervan; USD 2,000 for SUVs and PickUps with roof tents, which will be returned once the van is back undamaged. It must be sent separately from payment by PayPal. The "It's paying for an item or service" option will be used.
- b) Cancellations
 - Cancelled up to 30 days before pick-up: 10% of the rental
 - Cancelled 30 days until the day of collection: no refund
 - The vehicle is returned early, with no refund

28.Own Right.

This Agreement is governed by the laws of Chile

29.Customer Warranties

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

30.Km Limitations

To maintain our campervans, we need to limit them to 250 km daily.

However, if the customer estimates that they will travel more than 250 km per day, Soulvans must be informed; Soulvans generates the Unlimited Mileage charge stated in the service quote.

31.Entire Agreement

This Agreement and the information contained in the quotation provided to the customer prior to the lease, constitutes the entire agreement