

CAMPING EQUIPMENT RENTAL TERMS AND CONDITIONS

§1. General Provisions

1. These Terms and Conditions set out the rules governing the rental of camping equipment offered by the Lessor.
 2. These Terms and Conditions form an integral part of every Rental Agreement.
 3. By making a reservation, the Customer confirms that they have read, understood and fully accepted these Terms and Conditions.
 4. The Rental Agreement shall be deemed concluded upon confirmation of the reservation by the Lessor and receipt of the required payment.
 5. The Lessor conducts its business on the island of Tenerife.
 6. Any changes regarding the rental start date, rental period, return date or the scope of the rented equipment require the Lessor's prior approval and are subject to equipment availability and the Lessor's operational capabilities.
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§2. Reservation

1. A reservation applies only to the equipment specified in the reservation confirmation.
 2. The Lessor reserves the right to refuse a reservation in the following circumstances:
 - lack of equipment availability;
 - technical errors;
 - provision of false or inaccurate information;
 - suspected fraud;
 - any other circumstances preventing the safe performance of the Rental Agreement.
 3. If the Customer fails to collect the equipment at the agreed date and time and does not notify the Lessor of the expected delay, the Lessor may treat the reservation as unfulfilled due to reasons attributable to the Customer. Any settlement shall be made in accordance with the applicable Cancellation Policy.
 4. The official communication channels between the Parties are:
 - e-mail: easycamptenerife@gmail.com;
 - the telephone number provided by the Lessor;
 - SMS messages;
 - WhatsApp.
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§3. Customer Information

1. In order to conclude the Rental Agreement, the Customer shall provide the following information:
 - full name;
 - residential address;
 - country of residence;
 - telephone number;
 - e-mail address;
 - identification document number (national identity card or passport).
 2. The Lessor may verify the Customer's identification document upon collection of the equipment.
 3. Personal data shall be used exclusively for the following purposes:
 - performance of the Rental Agreement;
 - communication with the Customer;
 - payment processing;
 - pursuing or defending legal claims;
 - compliance with tax and accounting obligations.
 4. The Customer agrees to remain reachable via the telephone number and e-mail address provided during the reservation throughout the rental period and shall promptly inform the Lessor of any changes to their contact details.
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§4. Collection of Equipment

1. Each rental set is handed over:
 - complete;
 - in good working order;
 - clean.
2. The equipment shall be handed over after the Customer has signed the Equipment Handover Report.
3. The Equipment Handover Report contains a list of the equipment and all included accessories and forms an integral part of the Rental Agreement.
4. By signing the Equipment Handover Report, the Customer confirms that the equipment is complete and accepts its technical condition.
5. Photographic documentation shall be taken both at the time of collection and upon return of the equipment.
6. The photographic documentation and signed reports shall constitute evidence of the equipment's condition, completeness and any existing damage.



7. The Customer has the right to inspect the technical condition of the equipment before collection and may take their own photographs.
8. The Lessor may refuse to hand over the equipment to any person who:
 - is under the influence of alcohol;
 - is under the influence of drugs or other intoxicating substances;
 - behaves aggressively;
 - refuses to present an identification document;
 - refuses to sign the required documentation.

In such cases, the Lessor may consider the Rental Agreement unfulfilled due to reasons attributable to the Customer.

9. Upon signing the Equipment Handover Report, responsibility for the equipment and the risk of its loss, damage or destruction shall pass to the Customer until the Equipment Return Report has been signed.
10. Removing, covering or altering identification labels, serial numbers or any other markings affixed to the equipment is strictly prohibited.
11. Photographic documentation taken during collection and return of the equipment is intended solely to document its technical condition, completeness and any damage and may be used as evidence in the event of a dispute.

§5. Security Deposit

1. The security deposit serves as security for claims arising from:
 - damage to the equipment;
 - loss of the equipment;
 - missing accessories or equipment components;
 - late return of the equipment;
 - any other amounts due under the Rental Agreement.
2. The Customer authorises the Lessor to deduct from the security deposit any amounts due under these Terms and Conditions.
3. The security deposit shall be refunded after the equipment has been inspected.
4. If no damage or missing items are identified, the security deposit shall be refunded within 48 hours.
5. If damage or missing items are identified, the Lessor may retain the relevant part of the security deposit corresponding to the actual cost of repair or replacement.
6. If the amount of the damage exceeds the retained security deposit, the Customer agrees to pay the outstanding balance within seven (7) days of receiving the settlement together with an explanation of the claimed amount.
7. The Lessor shall exercise due diligence in providing the Customer with a damage settlement and justification of the claimed amount as soon as reasonably practicable after determining the extent of the damage and completing the necessary assessment.



8. Where determining the amount of damage requires an additional inspection, valuation, expert assessment or information from the manufacturer or authorised service centre, the Lessor shall be entitled to withhold the relevant part of the security deposit until the actual amount of the damage has been established.
9. If the amount of the damage exceeds the value of the security deposit, the Customer shall pay the outstanding balance within seven (7) days of receiving the damage settlement.

§6. Use of the Equipment

1. The Customer shall use the equipment in accordance with its intended purpose and all applicable safety rules.
2. The Customer shall use the equipment in accordance with the operating instructions provided and any guidance given by the Lessor.
3. The person entering into the Rental Agreement shall be responsible for all persons using the equipment during the rental period.
4. The Customer shall exercise due care to protect the equipment against theft, loss, damage and any actions of third parties.
5. The Customer shall properly assemble, secure and anchor the equipment in accordance with its intended use and shall regularly monitor its condition, particularly following changes in weather conditions.
6. The equipment may only be used on the island of Tenerife unless the Lessor has given prior written consent for it to be taken elsewhere.
7. Taking the equipment outside Tenerife without the Lessor's prior written consent shall constitute a breach of the Rental Agreement.
8. The following are strictly prohibited:
 - smoking inside the tent;
 - using open flames;
 - using a barbecue inside the tent;
 - using gas stoves inside the tent;
 - repairing or modifying the equipment;
 - lending or transferring the equipment to third parties without the Lessor's consent;
 - using the equipment for commercial purposes;
 - organising events that may increase the risk of damage to the equipment.
9. The Customer shall be liable for any damage resulting from improper assembly, dismantling or use of the equipment.
10. The Customer shall use all safety devices and securing accessories supplied with the equipment whenever ground conditions allow.
11. Unless expressly authorised by the Lessor, animals are not permitted inside the tents.
12. The Customer shall use the equipment taking into account current weather conditions and shall comply with all notices and warnings issued by the relevant authorities.
13. If severe weather warnings, particularly for strong winds or other conditions that may endanger the equipment, are issued, the Customer shall properly secure the equipment and, where necessary, discontinue its use and dismantle the tent until it is safe to use again.



14. The equipment shall only be erected on ground suitable for its intended use and in a manner that minimises the risk of damage.
15. The Customer shall not leave the equipment unattended without appropriate protection against theft, damage or interference by third parties.
16. During the rental period, the Customer may request additional equipment. Such a request may only be accepted with the Lessor's approval and provided that:
 - the requested equipment is available;
 - the rented equipment is in satisfactory condition;
 - the Customer provides up-to-date photographic documentation enabling the Lessor to assess the technical condition and completeness of the rented equipment.

Additional equipment shall be provided after the appropriate charges have been settled and may require the signing of a supplementary Equipment Handover Report.

17. In the event of a serious breach of these Terms and Conditions or if the equipment is used in a manner likely to cause damage or endanger safety, the Lessor may terminate the Rental Agreement with immediate effect and require the immediate return of the equipment.

§7. Breakdowns and Damage

1. The Customer shall notify the Lessor without undue delay of any breakdown, damage or defect affecting the equipment, and in any event no later than 48 hours after becoming aware of it.
 2. The purpose of such notification is to minimise damage and enable appropriate remedial action to be taken.
 3. If damage is discovered, the Customer shall stop using the equipment where continued use may increase the extent of the damage.
- 3a. Where reasonably possible, the Customer shall allow the Lessor to inspect the damage before carrying out any repairs or continuing to use the equipment.
4. Failure to report damage or continued use of damaged equipment may result in the Customer being held liable for any additional damage arising from such action or omission.
 5. In the event of theft, loss or suspected criminal activity relating to the equipment, the Customer shall immediately report the matter to the appropriate authorities and provide the Lessor with proof that such a report has been made.
 6. Any deliberate failure to report, concealment of, or attempt to hide damage to the equipment may result in the Customer being held liable for the resulting loss and any increase in the extent of the damage.
 7. The reporting obligation also applies to missing accessories and any other circumstances that may affect the condition or completeness of the equipment.



8. The Customer shall take all reasonable steps to minimise any damage and prevent it from worsening. Failure to do so may result in liability for the increased loss.
 9. Repairs or modifications carried out by the Customer may only be undertaken with the Lessor's prior approval. The Lessor shall not be obliged to accept repairs carried out without such approval.
 10. Upon the Lessor's reasonable request, the Customer shall, where practicable, allow the equipment to be inspected during the rental period or provide photographic documentation enabling its condition to be assessed.
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§8. Return of the Equipment

1. The equipment shall be returned on the date and at the time specified in the Rental Agreement or reservation confirmation.
 2. If the Customer shortens their stay or ceases using the equipment before the agreed end of the rental period for reasons attributable to the Customer, the equipment shall be returned to the Lessor's premises in La Orotava unless the Parties agree otherwise. Shortening the rental period shall not entitle the Customer to a full or partial refund of the rental fee nor oblige the Lessor to collect the equipment from its location.
 3. The equipment shall be returned:
 - complete;
 - free of personal belongings;
 - free from rubbish.
 4. Customers are not required to wash tents or sleeping bags before returning them.
 5. A wet tent may be returned immediately after use, provided that the Customer informs the Lessor in advance. The Customer shall remain liable for any damage resulting from prolonged storage of wet equipment.
 6. Upon return, the equipment shall be inspected for completeness and photographic documentation shall be taken.
 7. The Customer shall remain responsible for the equipment until the inspection has been completed and the Equipment Return Report has been signed.
 8. The Lessor reserves the right to carry out a detailed technical inspection after the equipment has been returned where the nature of the equipment or the damage prevents such defects from being identified during the return process.
 9. If defects or damage that could not reasonably have been identified during the return inspection are subsequently discovered, the Lessor shall promptly notify the Customer and provide supporting documentation.
 10. The Customer shall return all accessories, documents, instructions, storage bags and any other items supplied with the equipment in accordance with the Equipment Handover Report.
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§9. Liability for Damage

1. The Customer shall be liable for damage caused through their fault and for damage caused by persons using the equipment with the Customer's consent.
2. The equipment is supplied complete and in good working order. Any damage or missing items identified upon return that were not recorded in the Equipment Handover Report or photographic documentation shall be presumed to have occurred during the rental period unless the Customer proves otherwise.
3. The Lessor does not charge for:
 - normal wear and tear;
 - minor dirt or staining;
 - slight signs of normal use.
4. Charges may be applied, including but not limited to, for:
 - broken tent poles;
 - torn fabric;
 - missing tent pegs;
 - missing guy lines;
 - damaged mattresses;
 - lost accessories.
5. Charges may also apply for excessive soiling requiring professional cleaning or preventing further rental of the equipment.
6. Mould, unpleasant odours or other damage resulting from improper storage, protection or use of the equipment by the Customer shall also be treated as recoverable damage.
7. Charges shall correspond to the actual cost of repair or replacement. Where repair is not economically viable or is impossible, the Customer shall be liable for the cost of replacing the damaged item with a new item of comparable specifications.
8. A detailed inventory of the equipment is included in the Equipment Handover Report. Retention of the security deposit shall not limit the Lessor's right to claim compensation exceeding the amount of the deposit where the actual loss is greater.
9. Where the manufacturer or supplier does not offer repair services or individual replacement parts, the amount of the damage shall be determined based on the cost of purchasing an available replacement item with comparable specifications.
10. The amount recoverable may also include reasonable transport costs, additional travel to the Customer's location, diagnostic inspections, expert assessments or valuations necessary to determine the extent of the damage or carry out repairs.
11. Where damage to the equipment prevents it from being rented during the period required for repair or replacement, the Lessor may claim compensation for the actual loss suffered, including genuine loss of income resulting from the inability to fulfil confirmed reservations, to the extent permitted by applicable law.



§10. Late Return

1. The Customer may request an extension of the rental period provided that:
 - the equipment has not been reserved by another customer;
 - the request is submitted before the agreed return deadline;
 - the Customer provides up-to-date photographic documentation enabling the Lessor to assess the technical condition and completeness of the equipment;
 - the equipment is in satisfactory condition.

If the request is approved, the Customer shall pay the rental charge for the additional period in accordance with the current price list.

2. The Customer may request permission to return the equipment later than agreed in the Rental Agreement. Such request must be submitted no later than 24 hours before the scheduled return time. The return date may only be changed if the equipment has not already been reserved by another customer. If approved, the Customer shall pay the applicable rental fee for the additional period.
3. If the Customer expects to return the equipment late, they shall contact the Lessor without delay.
4. The Lessor may charge an additional daily rental fee. Each commenced additional day of delay may be charged in accordance with the current rental rates.
5. Prolonged failure to maintain contact with the Lessor may be treated as unlawful retention of the equipment and may result in legal action being taken in accordance with applicable law.

§11. Cancellation of Reservation and Changes to the Rental Period

1. The Customer may cancel the reservation before the commencement of the rental period in accordance with the terms set out in the Rental Agreement, the offer or the applicable price list.
2. Any cancellation of a reservation or request to amend the rental period shall be submitted in a form that allows its contents to be recorded, in particular by e-mail or through an agreed online messaging service.
3. The date on which the Lessor receives the cancellation or amendment request shall be deemed the effective date of such notification.
4. Any change to the rental period shall be subject to the Lessor's prior approval and the availability of the equipment for the requested dates.
5. If the rental period is shortened after the equipment has been collected, the Customer shall only be entitled to a refund for the unused rental period where this results from an individual agreement between the Parties or is required under applicable law.
6. If, due to circumstances beyond the Lessor's control, the reservation cannot be fulfilled on the agreed dates, the Lessor may offer:
 - an alternative rental period;
 - equipment of comparable specifications, where available;
 - a refund of any payments relating to the unfulfilled part of the Rental Agreement.



7. Any change to the rental dates, type of equipment or any other rental conditions shall require confirmation by the Lessor.
8. Early return of the equipment for reasons attributable to the Customer shall not entitle the Customer to a reduction of the rental fee or a partial refund, unless otherwise agreed by the Parties or required by applicable law.

§12. Weather Conditions

1. Weather conditions, including in particular:

- rain;
- wind;
- low temperatures;
- fog;
- cloudy weather;

shall not constitute grounds for a refund of the rental fee.

2. The Customer is solely responsible for assessing whether the weather conditions are suitable for the intended use of the equipment.
3. The Customer shall comply with all announcements, warnings and safety notices issued by the Cabildo de Tenerife, TenerifeON and any other competent authorities regarding public safety, access restrictions, wildfire risks and weather alerts.

§13. Campsites and Administrative Decisions

1. The Lessor provides camping equipment rental services only and shall not be responsible for:
 - decisions made by the Cabildo de Tenerife;
 - decisions made by TenerifeON;
 - campsite closures;
 - restrictions on access to forest areas;
 - wildfire risks;
 - actions taken by public authorities or emergency services;
 - maintenance works;
 - restrictions arising from environmental protection measures.



§14. Closure of All Campsites

1. If all official "Zona de Acampada" camping areas managed by the Cabildo de Tenerife are closed simultaneously and none of them can be used, the Lessor shall refund 100% of the amount paid by the Customer.
2. If only some campsites, or only the campsite selected by the Customer, are closed while other official camping areas remain open and available, no refund shall be due.
3. In such circumstances, the Lessor may offer an alternative rental date or a voucher valid for twelve (12) months, subject to the Customer's acceptance.

§15. Force Majeure

1. Events of force majeure include, but are not limited to:
 - fires;
 - floods;
 - earthquakes;
 - volcanic eruptions;
 - hurricanes;
 - administrative decisions;
 - actions of emergency services;
 - closure of forest areas;
 - closure of national parks.
2. Neither Party shall be liable for any failure to perform its contractual obligations where such failure results solely from an event of force majeure.
3. Any personal belongings left behind by the Customer after the end of the rental period shall be stored for thirty (30) days from the date the equipment is returned. If they are not collected within this period, the Lessor may dispose of them or hand them over to the appropriate authority where required by applicable law.

§16. Liability of the Lessor

1. The Lessor shall be responsible for delivering equipment that corresponds to its description and is in good working order.
2. The Lessor shall not be liable for:
 - weather conditions;
 - the comfort of using the equipment where affected by weather conditions;
 - decisions made by administrative authorities;
 - the Customer's loss of profit or any indirect or consequential losses, unless such liability arises under mandatory provisions of applicable law;
 - personal belongings left in or with the equipment;
 - theft of personal belongings;
 - damage resulting from improper use of the equipment.



3. The Lessor shall not be liable for damage resulting from the improper assembly, dismantling or use of the equipment by the Customer.
 4. The Lessor shall not be responsible for any consequences arising from the Customer's failure to follow the operating instructions provided.
 5. If, due to circumstances beyond the Lessor's control, the reserved equipment cannot be delivered, the Lessor may offer equipment of comparable specifications, an alternative rental period, or a refund of the amount paid for the unfulfilled part of the Rental Agreement.
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§17. Complaints

1. Any complaint shall be submitted without undue delay after the Customer becomes aware of the issue.
 2. The Lessor shall review and respond to complaints within a reasonable period in accordance with the applicable law.
 3. A complaint should include a description of the issue and sufficient information to identify the relevant Rental Agreement.
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§18. Personal Data Protection

1. Personal data shall be processed in accordance with **Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation – GDPR)** and the applicable laws of Spain relating to the protection of personal data.
2. Personal data shall be used exclusively for the following purposes:
 - entering into and performing the Rental Agreement;
 - communicating with the Customer, including by telephone, SMS, e-mail and online messaging services used for the performance of the Rental Agreement;
 - payment processing;
 - pursuing or defending legal claims;
 - compliance with tax and accounting obligations.
3. Personal data shall not be sold or disclosed to third parties except where required by applicable law.
4. The data controller is **Easy Camp Tenerife**. For any matters relating to the processing of personal data, the Customer may contact the data controller by e-mail at: easycamptenerife@gmail.com.
5. Personal data shall be retained for the period necessary to perform the Rental Agreement, comply with legal obligations, in particular tax and accounting requirements, and until the expiry of the limitation periods applicable to any potential legal claims.



6. Personal data may only be disclosed to entities providing accounting, payment processing, legal or IT services to the Lessor, or to other entities where such disclosure is required by applicable law.

§19. Final Provisions

1. The Parties undertake to make every reasonable effort to resolve any disputes arising under or in connection with the Rental Agreement amicably.
2. The Rental Agreement shall be governed by the laws of Spain.
3. Unless otherwise required by mandatory provisions of applicable law, any disputes arising out of or in connection with the Rental Agreement shall be subject to the exclusive jurisdiction of the courts having jurisdiction over the place where the Lessor conducts its business in Tenerife.
4. These Terms and Conditions may be amended from time to time. The version in force on the date the reservation is made shall apply to the relevant Rental Agreement.
5. Where these Terms and Conditions are prepared in more than one language, the English version is provided for convenience only. In the event of any discrepancy or inconsistency of interpretation, the **Spanish language version** shall prevail, unless mandatory provisions of applicable law provide otherwise.

