

ELLIS CAMPERVAN HIRE TERMS & CONDITIONS

'I', 'me' and 'my' refers jointly and severally to the person or persons who are the customers.

This Agreement means the Rental Agreement, the Insurance Motor Rental Agreement and these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and any other Blue Duck Campers literature, the provisions of these Terms and Conditions apply.

'Ellis Campervan Hire' or 'EDH' means Firstmarket Ltd., trading as Ellis Campervan Hire, 10 Meads Grove, Bolton, Greater Manchester. BL4 0PH
VAT registration number 299327647

'Customer' or 'Hirer' means the person or persons nominated as the hirer under the heading 'Hirer's Name' on the Rental Agreement, any person whose credit or debit card is presented in payment of the customer's charges, or any person who deems themselves to be the legal entity and ultimately responsible for the motorhome. Should the legal entity be different from the driver, then full name, address and contact phone numbers must be supplied.

'Rental Period'

Means the hire period as stated on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control.

'Vehicle'

Means the vehicle as stated on the Rental Agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the Vehicle and any replacement or substitute Vehicle which may be provided at the discretion of Ellis Campervan Hire.

'Living Equipment'

Includes but is not limited to: TV, DVD player and aerial, oven, radio/CD player, crockery, cutlery and cooking utensils.

'Security Deposit'

Means the amount held as security by ECH in relation to this hire.

'Overhead Damage'

Is deemed as any damage sustained to any part of the vehicle, its equipment and or any third party property which occurs above 6 feet (1.83 meters) in height measured from the ground upwards.

1. Depot

We operate from 10 Meads Grove, Bolton. BL4 0PH

2. Availability

- Monday to Friday: 9:00 to 18:00*
- Saturday: 9:00 to 13:00*
- Sundays & Public Holidays: closed, unless by prior arrangement

*Last collection time for all vehicles is 1 hour prior to depot closing

3. Hire Rates Quoted Include:

VAT (20%)

Unlimited UK miles

UK fully comprehensive insurance*

UK breakdown assistance**

*Insurance loading. In some cases, ECH will incur additional charges if the driver to be insured has a traffic conviction, more than 1 insurance claim or is in an occupation which is deemed high risk. These charges will be passed onto the customers.

** ECH will supply full breakdown cover to cover any mechanical faults to the base chassis of the motorhome. Any call out charges necessitated by the customer through operator error, e.g. a flat vehicle battery, wrong or insufficient fuel, keys locked in motorhome etc. will be the responsibility of the customer.

4. Minimum Hire

This ranges from 2 to 7 nights depending on the season. ECH reserves the right to increase the minimum hire period for certain events. See the up to date price guide on the website for further information. Minimum hire period outside of mainland UK is 14 nights (where offered).

5. Hire rates – seasonal variation

ECH operates variable hire prices depending on the time of year. These are set into three seasons which are outlined below:

Low season – 00:00 hours on the 1st November to 23:59 hours on the 31st March inclusive

Mid season – 00:00 hours on the 1st April to 23:59 hours on the 31st May inclusive and 00:00 hours on the 1st September to 23:59 hours on the 31st October inclusive

High season – 00:00 hours on the 1st June to 23:59 hours on the 31st August inclusive

If a customer books a hire period which straddles two seasons (as outlined above) then ECH will apply the nightly rate for the individual dates so that the total hire price will be made up of nightly rates at two or more seasons. The following is an example of how this will work in practice:

If a booking is made for the 29th March to the 3rd April, this equates to 3 nights at the low season rate and 2 nights at the mid season rate to result in a 5 night total hire period. The motorhome would be collected during the afternoon of the 29th March and returned on the morning of the 3rd April.

6. Payment

Availability is on a request and confirm basis at the time of reservation. A reservation is only binding after it has been confirmed by ECH and a deposit payment of £250 per hire has been received. Our terms and conditions including cancellation policy apply from this point onwards. Once the reservation is confirmed, a confirmation email will be sent out to the client. Settlement of the remaining balance will be due six to eight weeks prior to departure. ECH reserves the right to cancel the booking if payment is not received six weeks prior to departure. Payment is by credit card (Visa or MasterCard only), debit cards, bank transfers or cleared cheque in Pounds Sterling. Charges may apply.

For late bookings (less than six weeks before departure) the full rental price is payable on booking. Vehicles will not be released without full payment being completed. Cheques will not be accepted for late bookings (less than 2 weeks prior to departure).

7. Cancellation Charges

- More than 8 weeks before: booking deposit
- 8 weeks - 2 weeks: 50% of total hire charge
- 2 weeks - No Show: 100% of total hire charge

ECH cannot postpone or transfer money from one hire to another. ECH reserves the right to amend our cancellation policy for certain events.

8. Extras

- Extra chargeable items can be added to any hire order which can include (but are not limited to) the following items:

Bike rack – for 2 bikes, (not electric bikes)

- Extra non-chargeable items are included with every hire which include (but are not limited to) the following items:

Bed Linen, Towels, Toiletries, Outside furniture. Camping and Caravanning Club Privilege membership.

- Additional drivers (max 2) are charged at £5 per night, per additional driver. Clean driving licence. UK travel.

- Points on licence (UK licences only): No Charge, maximum 6.

Convictions with the following codes may not get cover AC, BA, CD, DD, DR, MS, TT, UT and IN. Please check with ECH if you wish to insure a driver who has any of these endorsement codes on their licence even if you think they have expired.

- Airport and train station to hire depot transfers are available, please check the website for up to date prices:

Manchester airport: return, up to 4 passengers

Manchester Piccadilly or Victoria Train Station: return, up to 4 passengers

9. European Travel – if offered and by written agreement only

For those travelling within Europe there is an additional surcharge of £10 per night per vehicle for European use (capped at £70 max) and £5 per driver per day for European insurance cover (excluding mandatory European roadside assistance at an additional £5 per day). European cover is mandatory and you will be in breach of these terms and conditions should you take a motorhome into Europe (including Republic of Ireland) without taking out the additional European cover. Minimum charge term for European insurance cover is 10 days, maximum travel term is 28 days.

- Additional drivers (max 2): £7.50 per night insurance surcharge, per additional driver. Clean driving licence. EU travel.

- EU breakdown cover: £5 per day

The following Countries are covered by the European Travel Insurance: Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Luxembourg, Netherlands, Norway, Portugal, Republic of Ireland, Spain, Sweden and Switzerland.

Please check your route carefully and ensure it doesn't go outside these countries. European cover is subject to approval by our insurers and is limited to 250 miles per day (maximum of 1000 free included miles per calendar week and 120 miles per day for any partial weeks, excess miles will be charged at 0.40 pence per mile).

Ireland travel

- Additional drivers (max 2): £7.50 per night insurance surcharge, per additional driver. Clean driving licence. Ireland travel.

- Ireland breakdown cover: £5 per day

10. Motorhome Collection & Return

- **Collection:** Please allow 1 hour for the handover at the depot to complete the documentation and demonstrate your vehicle to you. All drivers need to be present on collection of the motorhome and bring their full valid licence and passport (passport required for international customers only and drivers without a photocard driving licence), **2 utility bills no older than 90 days** and credit or debit card for Security Deposit. Please see section 25 for further details. Pick up times are between: 14:00 and 16:00 (Monday to Friday) and 9:45 to 13:00 (Saturday) unless otherwise agreed.

- **Return:** The vehicle must be returned on the correct date, and before the time stated on the rental agreement - please allow up to 1 hour for the return handover at the depot. Vehicles must be returned undamaged, with a full tank of diesel, empty waste water and clean toilet cassette and the interior clean and in the same condition as they left the depot, otherwise a charge will be made for additional valeting and or upholstery cleaning. In addition, a separate toilet cleaning fee will apply if the toilet waste tank is not empty on return. Please see section 15, Rental and Other charges for further details. Please note: there are no toilet emptying facilities at ECH depot so this must be emptied prior to return. Return times are between 9:00 to 11:00 (Monday to Saturday) and 10:00 to 12:00 on Sundays unless otherwise agreed.

- **Late return:** If you will be late returning, ECH must be advised. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of £100 per hour (or part thereof) will be payable for all late returns.

- **Storage of your vehicle:** ECH will store your vehicle free of charge at our depot during the period of your hire but this is at your own risk. ECH accepts no liability whatsoever for loss or damage to your vehicle howsoever caused while in storage and you are strongly advised to ensure that it is fully insured under your own policy while stored at our facility.

11. Motorhome Systems

ECH will carry out a full Pre-Checkout Inspection (PCI) on every motorhome before the commencement of hire. The PCI involves testing every system on board the motorhome to ensure they are operating correctly. In conjunction with this the hirer will be taken on a tour of the motorhome and shown how each system works. Should an onboard system fail during your hire, ECH will make every effort to remedy the fault whilst you are away but in some circumstances this may not be possible and ECH cannot be held responsible and will not refund any monies should a loss of service be encountered nor have any obligation to provide a replacement vehicle.

12. Winter Hire

In the case of winter hire, ECH will not be and cannot be held responsible in the event of any damage or inconveniences caused by freezing conditions. This is the responsibility of the hirer.

13. Vehicle Acceptance

a) I acknowledge having received the Vehicle in a clean condition and in sound working order in accordance with the motorhome handover checklist and with a full diesel tank.

b) I acknowledge that ECH will not refund to me any monies if the Vehicle is returned or I cease to have use of the Vehicle or an item of equipment on the Vehicle prior to the return date for any reason e.g. accident, weather, theft or damage.

14. Change of Vehicle

ECH reserves the right, at its absolute discretion, to substitute a comparable or superior Vehicle for the Vehicle ordered. In that event, I shall not be liable for any increased rental or other charges save for any addition running costs pertaining to the substitute vehicle. Such substitution shall not entitle me to any refund and does not constitute a breach of this Agreement.

15. Rental and Other Charges

I will pay ECH;

- a) All rental charges
- b) The Security Deposit
- c) Administration fee of £25 per amendment of a confirmed booking or per any penalty charge notice received.
- d) The nominated valeting fee and/or upholstery cleaning fee if the Vehicle is not returned with the interior in a clean condition.
- e) The nominated additional fee of £75 if the toilet and/or waste water tank are not emptied prior to the return of the vehicle.
- f) The cost of refilling the diesel tank if not returned completely full:
 - 3/4 to full = £75
 - 1/2 to 3/4 full = £90
 - 1/4 to 1/2 full = £120
 - Empty to 1/4 full = £140
- g) The late fee of £100 per hour should the vehicle be returned after the agreed time as stated on the Rental Agreement.
- h) The nominated cancellation fee in the event of cancellation of this Agreement prior to acceptance or delivery of the vehicle.
- i) The cost of any damage to the Vehicle or third party property, subject to the insurance.
- j) All government fees and duties etc.
- k) All parking fines, other fines or penalties and associated administration costs incurred in relation to the Vehicle during the Rental Period.
- l) Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by Blue Duck Campers as a result of any breach by me of the terms of this Agreement.
- m) Demurrage; the daily rental rate for the period the Vehicle is off fleet; for example, for accident repairs.
- n) Any additional costs over and above the security deposit value should damages exceed the Security Deposit value.
- o) The cost to recover a Vehicle.
- p) In the case of gross negligence ECH reserves the right to recover full costs in order to return the motorhome to the state in which it

was handed over.

16. Errors in Rental Charges

Total charges as set out therein are not final. I will pay any shortfall in charges to ECH and I will receive a refund for any overcharge acknowledged by ECH.

17. Security Deposit

There is a GB £1000 Security Deposit processed on by credit card or debit card. The card should be in the lead driver's name and the amount will be taken from your account immediately. ECH reserves the right to increase the security deposit in certain circumstances or for specific events e.g. World Cup events, festivals or clients travelling with pets to £1500. Cheque payments and cash are not accepted against the Security Deposit.

- a) On collecting the Vehicle, I agree to pay the Security Deposit in full.
- b) I irrevocably authorise Blue Duck Campers to deduct from the Security Deposit any amounts due by me to ECH arising out of this Agreement.
- c) The Security Deposit will be released within 21 working days of the vehicle being returned to the depot as per the criteria set out in section 11, Motorhome collection and return and there are no outstanding insurance claims.
- d) Should any damages exceed the Security Deposit the customer will be responsible to settle all additional costs over and above the Security Deposit value within 7 days of your hire end date.

18. Use of the Vehicle

I agree that during the rental period, I will not and will not allow the Vehicle to be:

- a) Driven otherwise than in a cautious, prudent and normal manner.
- b) Used in a manner which could cause damage.
- c) Driven in a prohibited area or in an area other than the areas indicated to me.
- d) Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law.
- e) Left with the ignition key in the vehicle while it is unoccupied.
- f) Left unoccupied without the steering wheel security lock applied and the TV/DVD/Satellite Navigation Unit covered.
- g) Driven by persons:
 - i) Under the age of 25 years.
 - ii) Who is not authorised by law to drive the Vehicle. Particulars of a proposed licensed driver of the Vehicle are set out under the heading "Hirer's name/ contact" on the Rental Agreement.
- h) Damaged by:
 - i) Submersion in water
 - ii) Contact with Salt Water
- i) Used for any illegal purpose for any race, rally or contest.
- j) Used to tow any vehicle or trailer unless by prior agreement.
- k) Used to carry passengers or property for hire or reward.
- l) Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this Agreement
- m) Used to carry volatile liquids, gases (other than gas bottles provided by ECH), explosives or other corrosive or inflammable material.
- n) Otherwise used in breach of my obligations under this Agreement.

19. Road Restrictions

- a) All Vehicles may only be driven on sealed/bitumen roads.
- b) I acknowledge that Blue Duck Campers reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain

areas due to adverse road or weather conditions or any other reasonable cause.

20. Alterations to the Vehicle

I shall not make any alterations or additions to the Vehicle without the prior written consent of ECH.

21. Title to Vehicle

I acknowledge that ECH retains title to the Vehicle and its contents and that I possess the goods as a mere bailee only. I do not have any right to pledge ECH credit in connection with the Vehicle and agree not to do so. I shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

22. Smoking

All Blue Duck Campers motorhomes are non-smoking vehicles. ECH reserves the right to impose additional valeting and or upholstery cleaning fees and charge demurrage should smoke be detected in the motorhome.

23. Passengers

ECH authorises the use of these vehicles up to the stated number of passengers. Each person is to use the safety restraints provided at all times whilst the vehicle is in motion. Please see the welcome pack for guidance. Child seats are the responsibility of the hirer to fit themselves. Children up to 12 years of age or 135cm in height, whichever they reach first, must use the correct child restraints appropriate for their weight under UK law.

24. Pets

I will not allow any animals to be carried in the Vehicle, unless otherwise agreed with ECH and an additional Security Deposit paid and the ECH Pet Policy adhered to. Pet damage is not covered by insurance and will be charged to the main hirer in full. Pets must be secured at all times while travelling.

25. Drivers

- Age limits:
- Standard insurance: 25 to 70 years.
- Insurance for over 70's drivers: 71- 79 years. This is by special request and agreement only with ECH & their insurer.
- Insurance for 21 – 25 years. This is by special request request and agreement with ECH & their insurers.

ECH must be notified at the time of booking if any driver be over the age of 70. Additional information will need to be provided. Cover is not guaranteed.

- Maximum of 3 drivers per rental.
- All drivers must have held a valid licence for more than 2 years that entitles them to drive a UK category B vehicle up to 3500kg MAM.
- Driver must be able to demonstrate that they have driven on a regular basis (more than 3 times a week) for at least 2 years and feel confident to drive a vehicle of the dimensions of our largest motorhome which are 6.0m long, 2.1m wide and 3.2m high.
- Drivers holding only an automatic licence can only hire our automatic models and this must be declared at the time of booking.
- The hirer and any driver must be able to supply two proofs of address dated with 90 days of the hire start date. Proofs must be a bank, building society or credit card statements and a utility bill. Unacceptable proofs may prevent hire.
- All drivers must be present at the checkout of the motorhome; no exceptions can be made.
- Production of a full, valid driver's licence, is required from all drivers at the start of the hire. International customers will need to show a valid passport.
- All drivers will be required to provide a DVLA driving summary from the DVLA website within 21 days of motorhome collection. We are unable to insure you if you have failed to provide this.
- If you have a modern Northern Ireland licence, we require both the photo card and the paper counterpart. Your licence address must be your current home address, if not, then you will need to update your details with the DVLA online.
- All drivers whose licences are issued outside of the EU or are required to supply a valid international driving permit alongside your standard licence at the start of hire. This must be issued in the country your standard was issued and confirm you are able to drive a

UK category B vehicle up to 3500kg MAM.

- Should any driver fail to present all correct documentation and identification on collection of the motorhome or do not meet the driver requirements stated in the terms and conditions, then ECH will be unable to release the motorhome and no refunds will be given.
- Endorsements on licences: you must declare at the time of booking if there are any endorsements on your licence. ECH can accept up to 6 speeding points that occurred within the last 3 years (charges may apply). For more than 6 points for any conviction other than for speeding, including the following codes: AC, BA, CD, DD, DR, IN, LC, MS, UT, MR AND TT or for any driver disqualification within the last 5 years, ECH may not be able to get cover for.
- Insurance claims: you must declare at the time of booking if you have made or had a vehicle insurance claim made against you within the last 3 years. ECH may not be able to get cover should you have had 2 or more claims within the last 3 years.
- Driver Occupations: you must declare your occupation on the insurance form. ECH may not be able to offer cover for the following occupations:
 - Celebrities
 - Sports personalities
 - Musicians
 - Entertainers
 - Serving foreign armed services personnel/UK based embassy employees
 - Students under the age of 30

Should the driver not disclose that they fulfill one of the above occupations, even in a part time capacity, this will render the Agreement as void and the hirer will be fully liable.

- Drivers are personally liable for all legal penalties (e.g. parking tickets, congestion charges, speeding fines) which are incurred during the period of hire.
- ECH is unable to insure any driver with no fixed abode.

If it is shown that anyone other than named and authorised drivers have driven a ECH vehicle during the hire period than the customer will forfeit their security deposit in full and any offences committed during that period will be passed to the Police or relevant authority for them to take any action regarding uninsured use of the vehicle.

26. Insurance (provided all the personal information supplied is correct)

The Vehicle is insured for damage to the Vehicle and the property of a third party; but does not include any personal insurance for the customer (including death or bodily injury to the driver) or cover any personal possessions. The vehicle insurance is arranged by the Alan Boswell Group. The hire rate quoted includes a standard excess of GB £1000 per accident or reported incident. In the event of any damage to either the vehicle or third party property, the hirer will be liable for the first GB £1000 per claim. Only persons named on the Rental Agreement are insured to drive the vehicle. Please note that no insurance cover is offered for overhead damage, any damaged deemed as gross negligence, or any internal damages; therefore the hirer accepts fully liability for these, which is in addition to the standard vehicle excess should that apply. Windscreens, wing mirrors and/or tyre damage are not covered by the standard vehicle insurance.

ECH will be responsible should damage to personal possessions or bodily injury occur (including death) as a result of proven gross negligence on ECH part i.e. our actions or failure to act. ECH will not be responsible for any loss which is a side effect of the main loss e.g. loss of profits or opportunity. This is separate from the vehicle insurance provided.

Personal Injury

Should you suffer any form of accident or personal injury while using a vehicle from Blue Duck Campers you must inform us in writing (by email), within 48 hours of the incident otherwise you may be deemed to be in breach of the hire agreement and your hire may be terminated without refund unless medical evidence is provided to show you were unable to make contact. You are strongly advised to obtain your own travel and personal insurance to cover you should you suffer personal injury during your hire period.

All customers are strongly advised to have their own personal travel insurance policy in place in addition to any insurance provided by ECH.

27. Vehicle Damage - Insurance Cover

I am aware that:

- a) The Vehicle is insured for damage to the Vehicle and the property of a third party; but does not include any personal insurance for the customer or their possessions.
- b) The Standard Insurance does not cover overhead damage. The hirer will be responsible for the cost to repair all damages.

- c) I will have to pay an excess for any Insurance claim regardless of which party is at fault for the accident. The insurance excess is £1000 per claim, not per rental.
- d) I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this Agreement.
- e) I will be responsible for any damage caused through gross negligence and will not be covered by the insurance.

28. Responsibility When Accident Occurs

- a) In the event of any accident, loss or damage arising out of the use of the vehicle, I will:
 - (i) Notify ECH within 24 hours of the happening of the event
 - (ii) Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station
 - (iii) Complete an accident claim form as supplied
 - (iv) If the accident occurs in Europe then in addition you must complete the European accident report form as supplied
 - (v) Not make any admission of liability to other parties, settlement offer or other like offer
 - (vi) Assist ECH in handling any claim arising from any event including providing all relevant information and attending court to give evidence.
- b) I acknowledge that the excess or other amount due by me in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period, regardless of which party is at fault.
- c) I will pay for any costs relating to the delivery of a change over vehicle as a result of an accident regardless of which party is at fault.
- d) No Security Deposit or insurance excess will be refunded until claim is settled.

29. Maintenance

- a) I shall take all reasonable steps to properly maintain the Vehicle, including checking oil and coolant levels, tyre pressures and batteries.
- b) I acknowledge that ECH will reimburse me for expenditure up to GB £50.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle not including the water system, refrigerator, heating, audio and DVD equipment, provided that:
 - (i) I produce relevant receipts
 - (ii) I have received the prior consent of ECH
 - (iii) The damage is not due to my fault or my breach of this Agreement.
- c) Subject to the terms of this Agreement, I will pay for the cost of repairing or replacing tyres damaged during the Rental Period. ECH will reimburse me for expenditure reasonably incurred if:
 - (i) The tyre is defective and is returned by me to ECH for inspection; and
 - (ii) I produce relevant receipts; and
 - (iii) The manufacturer accepts liability under his warranty
- d) I will be liable for any costs associated with the incorrect use of fuel. All ECH motorhomes run on DIESEL.

30. Credit and Debit Card Payment

Visa and MasterCard credit cards only. All UK debit cards accepted.

- a) ECH will accept payment by credit cards approved by ECH.
- b) When payment is paid by credit or debit card, I agree that:
 - i) ECH is irrevocably authorised to complete any documentation and to take any other action to recover from my credit or debit card issuer all amounts due by me pursuant to this Agreement, including but not limited to those outline in section 15, Rental and other charges.
 - ii) I will not dispute my liability to ECH for any amount due under this Agreement and I shall indemnify and keep indemnified ECH against any loss incurred (including legal costs) by reason of notifying my credit or debit card issuer of such dispute.
 - iii) ECH may process the credit or debit card voucher; in the event that ECH elects to accept payment of the Security Deposit by holding an open security payment, which will be cancelled within 7 days after the completion of the Rental Period, as per clause 17, Security Deposit.

I agree that ECH is entitled to recover payment from my credit or debit card issuer pursuant to clause 31, section b, sub-section i & ii, in respect of any amounts due which were not known at the time of cancelling the open security payment.

c) I acknowledge that all transactions under this agreement are conducted in Pounds Sterling. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against my credit or debit card and the amount refunded within 7 days after the expiration of the rental period. I release ECDH from any liability for such variation.

31. Payment of Charges, Joint and Several Liability

All charges and expenses payable by me under this Agreement are due on demand by ECH. If I do not pay all charges when on time, I agree to pay interest on the outstanding balance and any additional costs incurred by ECH, including reasonable legal fees to recover the outstanding money owed. 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.

33. Terminating the Agreement

I acknowledge that ECH may terminate this Agreement and repossess the Vehicle at any time, without notification to me, and that I will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

- a) I am in breach of any term of this Agreement
- b) I have obtained the Vehicle through fraud or misrepresentation.
- c) Any statement, representation or warranty made by the customer in respect to himself or additional drivers is incorrect.
- d) The Vehicle appears to be abandoned.
- e) The Vehicle is not returned on the agreed return date or ECH reasonably believes that the Vehicle will not be returned on the agreed return date.
- f) ECH considers on reasonable grounds that the safety of passengers or the condition of the Vehicle is in danger.
- g) I understand that in the event of such termination or repossession, I have no right to a refund of any part of the rental charges or the Security Deposit.

34. Release and Indemnity of ECH Motorhome Hire

- a) Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, I release ECH, its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this Agreement, including but not limited to:
- i) Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose.
 - ii) Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any ECH premises or recovered or handled by ECH.
- b) Subject to any insurance arrangements agreed with ECH, I hereby indemnify and shall keep indemnified ECH, 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 my use and/or possession of the Vehicle.

35. Changes

Any changes to this Agreement must be in writing and must be signed on behalf of ECH and by me.

36. Force Majeure

We will make every effort to ensure that the reserved motorhome is available for you at the correct time. If, due to circumstances beyond our control, this is not possible and if an alternative or acceptable motorhome is not available our liability is limited to the refunds of all monies paid by you.

37. Speed monitoring

I/We agree that ECH can use data collected by the onboard tracker to periodically monitor the speed of the vehicle to ensure the safe use of the vehicle and the safety and welfare of the occupants and this will not be considered to be a breach of personal privacy.

38. My Warranties

I warrant that all information supplied by me to ECH in connection with this agreement is true.

39. Proper Law

This Agreement shall be governed by the law of Great Britain in which this agreement was signed.

40. Data Protection Act

The information that you have provided to ECH will be used to fulfil this contract placed with us. We will not pass this information onto any other organisation outside this company other than to our insurer and Alan Boswell Group, our insurance broker and the Police (or other relevant enforcement authority) to assist in the detection, investigation or prevention of crime.

41. Entire Agreement

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this Agreement. ECH reserves the right to add or amend the vehicle specifications and rental charges without prior notice. This Agreement does not affect your statutory rights under civil law.

42. Acceptance of these terms and conditions

Payment of the booking deposit required to secure travel dates (as referenced in section 6) is taken as full acceptance of these terms and conditions which are freely published on our website to be read prior to making a booking. By making a booking you are agreeing to be bound by these terms and conditions in full.

43. Force Majeure – Coronavirus and other pandemic medical issues

In the event that a named/organised event (i.e. sporting event or festival) is cancelled due to a pandemic health issue, including but not limited to Coronavirus (COVID19) ECH standard cancellation policy (paragraph 7) will be enforced as the customer may still travel freely to another location covered by their booking and so any cancellation will be the customer's choice. If the UK Government impose mandatory travel restrictions due to a pandemic health issue, including but not limited to Coronavirus (COVID19), which renders the planned hire impossible to commence or complete, ECH will consider this a force majeure under law and will enforce their standard cancellation policy. If this happens during an ongoing hire, the vehicle will be recalled as soon as possible. For this reason, customers are strongly advised to take out appropriate travel insurance for their trip. If the customer can demonstrate that appropriate travel insurance was in place but the insurers will not settle a claim (evidence in writing must be produced within 60 days of the hire), ECH will issue a 50% refund of the hire fee excluding the booking deposit as a gesture of goodwill, in order to share the financial burden with the customer. Alternatively, any existing booking may be deferred to a later date upon discussion and formal agreement with ECH should a force majeure be activated. Any deferred booking must be taken within 12 months of the postponement or the offer will expire and the force majeure refund policy will be enforced.

Last updated 15 March 2020



ReplyForward