

## East Coast Motorhomes Terms and Conditions of Hire

### 1. Definitions

'I', 'me', 'my', 'you', 'yours', 'yourself' and 'hirer' refers jointly and severally to the person or persons who are the Customers.

'Customer' means the person or persons nominated as the hirer as stated on the confirmation email, 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.

'This Agreement' means the Confirmation Email, the Insurance Motor Rental Agreement and these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and any other East Coast Motorhomes literature, the provisions of these Terms and Conditions apply.

'Booking' the confirmed reservation of a motorhome hire and includes the payment of the Booking deposit and/ or full balance for the rental.

'Booking Deposit' means the monetary amount required to confirm the motorhome Booking.

'Rental Period' Means the hire period as stated on the confirmation email 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 confirmation email 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 East Coast Motorhomes.

'Living Equipment' Includes but is not limited to the following; TV, Aerial, Radio/USB stereo, oven, crockery, cutlery & cooking utensils.

'Security Deposit' Means the amount held as security by East Coast Motorhomes 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 metres) in height measured from the ground upwards.

### 2. Opening Hours

Monday to Friday: 09:00am – 17:00pm

Saturday: Closed, unless by prior agreement

Sundays & Public Holidays: Closed

### 3. Hire rates quoted includes

- ☐ VAT (20%)
- ☐ Unlimited Mileage

- ☐ UK standard Vehicle insurance\*
- ☐ UK standard equipment & breakdown\*\*

\*Insurance loading. In some cases, East Coast Motorhomes will incur additional charges or an increased excess if the driver to be insured has a traffic conviction or more than 1 insurance claim. These charges will be passed onto the Customer.

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

#### 4a. Driver

All drivers must be between the ages of 25 and 75 years old.

All drivers must have held a Full UK licence for a minimum of 2 years, and has not had their licence suspended for any period within the last three years. Drivers holding an automatic only licence can only drive the automatic models and this must be declared at the time of booking.

Any accidents or claims in the last 3 years must be declared at the time of booking for referral to the insurers. Drivers must not have had any insurance refused or cancelled.

Any endorsements on the Drivers licence must be declared at the time of booking and we can accept up to 3 speeding points that occurred within the last 3 years. For more than 3 points or for any conviction other than for speeding, including, but not limited to 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 East Coast Motorhomes may not be able to get cover. No refund will be given if the hire is cancelled because we are unable to insure you to drive.

East Coast Motorhomes may not be able to get insurance cover for the following occupations, these must be declared at the time of booking. In the event of an accident or claim, if these have not been declared, the hirer is responsible for the full damage cost:

Full / Part time Professional Entertainer or Sports Person

Professional Gambler

Hawking or General Dealing

Street / Market Trading

Modelling

Persons connected with Racing, the Gaming Industry or Press of any sort

Foreign Service Personnel

Drivers are personally liable for all legal penalties (e.g.: parking tickets, congestion charges, speeding fines) which are incurred during the period of hire

East Coast Motorhomes is unable to insure any driver with no fixed abode.

#### 4b. International Drivers

All drivers from outside of the UK must provide East Coast Motorhomes with a current IDP alongside their current driving licence and this must confirm the driver's eligibility to drive a UK category B vehicle up to 3500kg. Failure to do so will force us to cancel your hire agreement.

#### 5a. Insurance

Comprehensive insurance is provided for one driver as part of the hire agreement and whilst traveling within the UK. Additional drivers can be added at an extra cost of £50.00 per hire.

The Vehicle insurance is arranged by Alan Boswell Group. The hire rate quoted includes a standard excess of £999.00 per accident, reported incident or Vehicle theft. In the event of any damage to either the Vehicle or third-party property, the hirer will be liable for the first £999.00 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 damage deemed as gross negligence, or any internal damages, therefore the hirer accepts full liability for these which is in addition to the standard Vehicle excess should that apply. Windscreens and /or tyre damage is not covered by the standard Vehicle insurance.

In the event of theft, the insurer will not accept a claim if the keys were left in the Vehicle unattended, and the hirer will be liable for the full cost of the Vehicle.

#### 5b. Vehicle Damage – Insurance Cover

You are 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) You will have to pay an excess for any Insurance claim regardless of which party is at fault for the accident. The insurance excess is £999.00 per claim, not per rental.
- e) You will not have any insurance cover and you will be responsible for the total cost of any damage if you breach any of the terms of This Agreement.
- f) You will be responsible for any damage caused through gross negligence and will not be covered by the insurance.

#### 5c. Responsibility when accident occurs

- a) In the event of any accident, loss or damage arising out of the use of the Vehicle, you will:
  - i. Notify East Coast Motorhomes within 24hrs 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. Not make any admission of liability to other parties, settlement offer or other like offer
  - iv. Assist East Coast Motorhomes in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence

b) You acknowledge that the excess or other amount due by you 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) You 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 any claim is settled

## 6. European Travel

Should you wish to travel outside of the UK, (Northern Ireland, Channel Islands and Isle of Man are classed as UK travel), there is an additional charge of £70.00 to Ireland per week, and £100.00 based on 7-days travel for trips to Europe. Any longer periods can be covered but extra charges will be incurred.

You will be in breach of these terms and conditions should you take a motorhome into Europe without informing East Coast Motorhomes prior to the rental period.

The insurance extends to cover the compulsory motor insurance requirements of any member of the European Union, Andorra, Bosnia-Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, Serbia, Switzerland and Vatican City. Travel outside of the countries listed above will be in breach of these terms and conditions and you will not be covered by any insurance. Please check your route carefully and ensure you do not go outside of these countries.

## 7. Documents Required

You must submit the following to East Coast Motorhomes at least 30 days prior to your hire date. These will confirm your eligibility to hire through our insurance.

- Copy of the photo card drivers' licence (address & ID must be up to date)
- Online licence check
- Two proofs of address from separate sources
- European Travel VE103 certificate

Terms for Proof of address:

You must provide a total of two proofs of address from the following:

2x primary proof of address or 1x primary and 1x secondary

Primary Proof of Address:

- Electricity
- Water
- Gas
- Broadband/Landline
- Council tax
- TV licence

- Bank Statement
- Credit card bill / statement
- Mortgage statement
- Polling card
- HMRC self-assessment / tax credit

Secondary Proof of Address:

- Student loan
- Shotgun licence
- Payslip
- Mobile Phone Bills
- Pension letters
- Car Finance Statement
- Loan Statement
- Property deed

An annual council tax bill will be accepted. All other documents must be dated within 90 days of the hire date. The address & name on your licence must match both documents.

On arrival at East Coast Motorhomes, you will be asked to show your confirmation email and your photocard driving licence of any party who will be driving. The driver will also be required to pay a cleared a traceable security deposit (BACS, Credit/Debit Card), and sign the Rental Agreement.

## 8. Security Deposit

A security deposit of £800.00 is payable by the driver when you collect the Vehicle and is taken to cover any damage to the Vehicle, or damage and breakages of the equipment along with any abnormal required cleaning of the Vehicle. When the Motorhome is returned, it will be checked over and once deemed to be in a satisfactory condition as agreed, in the same condition it was let out, with the toilet empty, interior clean including all cooking appliances and the fuel tank replenished, this deposit is refunded within 5 working days to your credit card or bank account. Please be aware once East Coast Motorhomes has issued the refund, it may take a further 5 working days for your bank to release this into your account. East Coast Motorhomes reserve the right to increase the security deposit for specific events. We reserve the right to deduct any amount which we determine to be due to us from the security deposit, and our opinion as to what is due is binding except in the case of manifest error.

## 9. Booking Procedure and Payment

An initial deposit of 25% of the hire charge is required which is non-refundable and must be paid at the time of booking. The balance payable for your booking is due for payment 6 weeks prior to the start date of your hire, or at the time of booking if you book less than 6 weeks from your departure date of hire, which will be confirmed by email. The security deposit of £800.00 is payable on collection of the motorhome. These terms and conditions (including the cancellation policy) become

binding at the time of booking. Provided that these terms and conditions have been provided to you, they are binding on you whether or not they have been signed by you. East Coast Motorhomes will not hire any motorhome on any other terms and conditions. Payment is by Debit Cards, Bank Transfers or Credit Cards. Unfortunately, we are unable to accept any payment in cash whether in part or full for either the hire charge or the security deposit. This is stipulated by our insurance company. We are also unable to accept payment with American Express (Amex).

## 6. Cancellation Charges

1. More than 6 weeks Before Hire: Booking Deposit is non-refundable
2. 6 Weeks - 2 Weeks Before Hire: 75% of total hire charges are non-refundable
3. 2 Weeks Before Hire or less: 100% of total hire charges are non-refundable

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

Our cancellation policy is constantly adapting to the latest rules and regulations so please contact us for the cancellation policy applicable at the time of your booking.

## 7. Vehicle Collection

Vehicles are available for collection from East Coast Motorhomes between 14:00pm and 15:00pm on the first day of your rental period, unless prior arrangement has been made in writing. We want you to enjoy your holiday to the full – time spent in familiarisation with your Motorhome will help to ensure that you get the maximum benefit from your Self-Drive Hire. You are advised to check the vehicle thoroughly before leaving our premises. Please allow at least 1 hour for the handover of the vehicle. Customer's vehicles can be left at our premises inside our locked compound on a one vehicle for one motorhome basis, although East Coast Motorhomes accepts no responsibility for any damage that might occur. You agree to leave a key to your vehicle with East Coast Motorhomes for the duration of your hire, as East Coast Motorhomes shares the locked compound with other companies and may need to relocate your vehicle within the compound. All drivers must be present at the time of collection, no exceptions can be made. Signing the Rental Agreement confirms that you have thoroughly checked the Vehicle and you agree that all damage has been listed. Any damage found thereafter will be the responsibility of the hirer and will incur a deduction on the returned Security Deposit.

## 8. Vehicle Returns

The Vehicle must be returned on the correct date and before the time stated on the rental agreement which is usually 11:00am. The hirer will be liable for the full Security Deposit amount should they abandon the Vehicle without agreement from East Coast Motorhomes – please allow 1 hour for the hand-over at the depot. Vehicles must be returned undamaged, with a full tank of diesel and AdBlue. The waste water and toilet cassette must be emptied prior to return and the interior clean, in the same conditions as when the motorhome left the depot otherwise a charge will be made for additional valeting and/or upholstery cleaning if required. You are also liable for the cost of replacing the fridge if your consumables result in an odour / stain that is unable to be removed. In addition, a separate toilet cleaning fee will apply if the toilet waste tank is not empty on return. Please note that there are no toilet emptying facilities at East Coast Motorhomes' depot so this must be emptied prior to return.

We also check the condition of the tyres and windscreen which are not included in the Company's insurance cover and any damage to which is the hirer's responsibility.

**Lost property:** It is the hirers responsibility to make sure that upon return of the motorhome all of their personal possessions & rubbish are removed from the Vehicle. The Vehicle may be going back out again on hire that same day, East Coast Motorhomes cannot be held responsible should an item be left on board. We will do our utmost to contact the hirer if items are handed in, these items will only be stored for 2 weeks before disposal/charity.

**Late return:** If you will be late returning, East Coast Motorhomes must be advised immediately. Failure to do so may result in a prosecution for driving whilst uninsured. An additional charge of £100.00 per hour will also be payable for all late returns. The insurance provided is only valid for the period of hire, thus any late returns would automatically constitute a traffic offence under the RTA (Road Traffic Act) – invalid insurance means the main hirer & any subsequent drivers become personally liable for any accident or damage to the motorhome or Third Party or Personal Injuries. Late returns also result in East Coast Motorhomes cleaners sitting idle as the Vehicle is unavailable to be cleaned.

There are no refunds for the early return of the vehicle.

## 9. Breakdown

Our vehicles are maintained in accordance with the manufacturer's instructions. Full roadside assistance is provided in the UK & EU by the RAC, this will be explained fully at handover. If any damage or repairs are required to the vehicle, please contact East Coast Motorhomes for assistance as soon as these occur.

## 10. Smoking

Smoking inside the vehicle either in the cab area or in the living area is strictly prohibited at any time. Failure to comply with this will result in the forfeit of the security deposit.

## 11. Pets

We have a pet friendly policy which allows 1 pet per vehicle. We define pet as 1 Small Dog. When travelling with a pet the Customer agrees that: -

- a) They will not allow their pet on any of the soft furnishings or upholstery this includes the beds, seats/sofas.
- b) They will not leave their pet in the vehicle unattended at any time.
- c) They have the sole responsibility for ensuring adequate safe restraint of the pet.
- d) They will keep the vehicle free of fouling by the pet during the rental period.
- e) They will take all reasonable measure to ensure that the pet is free from fleas or mites in advance of the rental period.
- f) The vehicle should be returned in a clean & tidy condition. In the event of the vehicle being returned with evidence of fouling or an infestation the customer agrees to pay the reasonable cost for cleaning and/or de-infestation.
- g) The additional fee for taking an extra pet is £50.00.

## 12. Seatbelts

Our Vehicles are fitted with three-point seat belts. These are to be worn at all times when the vehicle is in motion. Appropriate car seats must be used for children in accordance with the law. It is the responsibility of the hirer to fit any child seats themselves. East Coast Motorhomes take no responsibility for any child restraints that have not been fitted correctly or when seat belts are not worn when the vehicle is on the move. Please be aware not all of our Vehicles are fit with ISOFIX as standard, it is the responsibility of the hirer to check this before booking. We are unable to offer any refund in the event of ISOFIX not being available. It is important to note – the number of berths as declared by a manufacturer for a specific motorhome, does not mean this is the number of persons that can be carried when the vehicle is on the move. It is the customers responsibility to check that the vehicle they have booked has the correct number of seat belts for all of their party as East Coast Motorhomes take no responsibility for this at time of booking.

## 13. Campsite Bookings

It is the responsibility of the hirer to book and confirm all caravan and camp sites they intend to stay at during the holiday. East Coast Motorhomes take no responsibility for any bookings or cancellations at caravan and camp sites.

## 14. Festivals

East Coast Motorhomes have a set cost for hiring the Vehicles to attend any sort of Festival. It is the responsibility of the hirer to declare that they will be attending a Festival during their hire. Failure to do so will result in a forfeit of the Security Deposit. The vehicle is fitted with a GPS tracking system for your safety and is stipulated by our Insurers.

## 15. Fuel, Oil, Gas and other consumables

The vehicle is supplied with a full tank of fuel and should be returned in the same manner. If the fuel tank is not showing as full then it will be refuelled and the cost of the fuel plus a £45.00 administration fee will be charged. Gas cylinders may be supplied with each Vehicle, with what East Coast Motorhomes consider an efficient amount for the hire. Should more gas be required, the empty one can be exchanged for a full one at the customer's expense. If more gas is required this is the responsibility of the hirer. In any event, the same number of cylinders must be returned with the motorhome.

## 16. Mileage

We currently run an Unlimited Mileage per hire agreement.

## 17. Accidents

In the event of an accident, the safety of the hirer and their party is paramount. Emergency services should be called in the first instance if necessary and the accident dealt with in the correct manner. Only after everyone involved in the accident is safe should the hirer contact the East Coast Motorhomes. Regardless of how minor the accident may seem, full details of anyone involved need to be noted down and reported to East Coast Motorhomes. This is the responsibility of the hirer. If the accident is of a serious nature, causing any damage to the vehicle, another vehicle or third party, then the company must be informed. You are provided with a first aid kit, a fire extinguisher & a fire

blanket. Please do inform us of any use of any of these items so that we can replace them. Failure to do so may cause a hazard for future hirers. East Coast Motorhomes request that all parties have their own personal travel insurance.

#### 18. Events beyond our Control

Unfortunately, events beyond our control occasionally affect bookings. When reference is made to such events in these Terms and Conditions of Hire, this means any event(s) or circumstance(s) which we could not, even with all due care, foresee or avoid.

East Coast Motorhomes cannot accept responsibility or pay any compensation, costs or expenses where the performance of your contract with us is prevented or affected or you otherwise suffer any loss or damage as a result of events beyond our control. This includes any delays to and/or restrictions to your hire to which you may be subject. However, if your booking has to be cancelled as a result, we will offer you the choice of an alternative vehicle (if available) or refund as described above. The offer of an alternative vehicle or refund shall be an exclusive remedy in respect of any loss, costs or expenses caused by events beyond our control.

#### 19. Suitable Persons

We have the right to refuse to hand over a vehicle to any person who, in our reasonable opinion, is not suitable to take charge. In such cases, no refund of the hire charge will be made by East Coast Motorhomes who will have no further liability.

#### 20. Your Responsibilities

1. You are responsible for the security of the vehicle at all times during the hire period. You must not drive the vehicle 'Off Road' other than for reasonable access to a campsite. Should you become stuck at any time while 'Off Road' you will be responsible for any recovery costs. The breakdown cover is for roadside assistance only.

2. You are responsible for all fines and other legal charges, including but not limited to parking fines, speeding fines, congestion charges & ULEZ fees, the full cost of any fees associated with the vehicle being impounded and any on the spot fines. Such fines and charges will incur a £25.00 administration fee by East Coast Motorhomes.

3. You are responsible for all the keys that belong to the vehicle. Lost keys are not included as part of the breakdown service. You will be responsible for the full cost of the replacement keys and replacement locks if required. You will also be liable for the full cost of repairing any damage caused by forced entry of the vehicle arising from a lost key. You are liable for the cost of any damaged keys whilst on hire.

4. You must not sell, rent, lend or dispose of the vehicle or any of its parts, you must not give anyone legal rights over the vehicle. The vehicle remains the property of East Coast Motorhomes at all times.

5. At the time of handover, the vehicle will be documented to be in a roadworthy condition. You must maintain the vehicle in a roadworthy condition at all times. You must report any fault in or on the vehicle as soon as possible to us, allowing us reasonable time to locate parts and make any necessary repairs.

6. You must make sure that you use the correct fuel. Using the wrong fuel is not covered by the breakdown service and you will be liable for the full cost of any remedial repairs required as a result of using the wrong fuel. If the water system for the Vehicle is incorrectly filled with fuel the cost of

sanitising the water system is the responsibility of the hirer. If the system needs replacing, a surcharge of £1,200.00 is payable.

7. The hirer shall be responsible for all OVERHEAD DAMAGE resulting from any accident. Damage to the windscreen, tyres and punctures are the responsibility of the hirer. You are required to check the condition of the tyres and engine fluid levels on a daily basis whilst you have the motorhome on hire, and it is the hirers responsibility to replenish these throughout hire. Failure to do so may result in damage to the Vehicle's engine, the cost of which would be the responsibility of the hirer.

## 21. Vehicle Ownership

The vehicle remains the property of East Coast Motorhomes at all times and we may repossess the vehicle at any time without further notice if you are in breach of this agreement

## 22. Extra Charges

- ☐ Toilet cassette not empty £150.00.
- ☐ AdBlue not replenished £25.00 plus cost of AdBlue.
- ☐ Any cooking appliances or equipment found to be uncleaned £50.00.
- ☐ Fuel tank unfilled £45.00 plus costs of fuel.
- ☐ Valet penalty if returned in unsuitable condition £150.00.
- ☐ The vehicle is fitted with a GPS tracking alert that will notify any speeds over the speed limit. The vehicle is not designed to exceed 70mph for passenger & vehicle safety, each alert could incur a fine of £75.00.

## 23. Parking.

You may park 1 car Free of Charge for the duration of your motorhome hire but please note this is entirely at your own risk whilst at East Coast Motorhomes.

## 23. GDPR/Data Protection

For the purposes of the Data Protection Act 2018, East Coast Motorhomes or any subsidiary thereof may hold and process by computer or otherwise the information given to or obtained by it. East Coast Motorhomes GDPR policy states that we retain certain personal documentation for a period of no more than 12 months. After this time all personal documentation is destroyed in line with the GDPR policy. If you prefer your personal documentation to be destroyed immediately after hire, please contact us on 01553 772472.

## 24. Governing Law

This agreement is subject to the laws of England and Wales. Any disputes not resolved by mutual agreement may only be settled in the courts of this jurisdiction.

## 25. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

## 26. Entire Agreement

The parties agree that the agreement constitutes the entire agreement between them, and supersedes all previous drafts, agreements, arrangements and understandings between them, whether oral or written.

Sign.....

Print.....

Date.....