

East Bay Campers - Rental Agreement

Definitions

'the Vehicle'	The Swift Escape 624 Motorhome.
'this Agreement'	East Bay Campers' Terms and Conditions.
'Rental Agreement'	Document listing terms of rental which Hirer must adhere to.
'the Customer'	The person or persons signing this Agreement.
'the Hirer'	The person or persons signing this Agreement which includes all listed drivers.
'Security Deposit'	£1000 refundable deposit.
'the Rental Hire'	The period of time that the Vehicle is hired to the Customer.

1 Your Contract with Us

•When you sign this Rental Agreement, you accept the conditions set out herein this document which will be presented to you before your departure and must be signed before you depart.

2 Rental Period

You will have use of the Vehicle for the Rental Period shown at the end of this Agreement. The Rental Period will be shown with time and date of departure and time and date of return of the Vehicle. If you do not bring the Vehicle back on time, you are breaking the conditions of this Agreement. We reserve the right to charge you a late return fee if the Vehicle is not returned by the time stated at the end of this Agreement.

3 Hirer's Obligations

You are responsible for:

- Driving the Vehicle in a cautious, prudent, and safe manner within the law.
- Any damage to the Vehicle, any of its parts or any of the equipment provided with the Vehicle.
- For any loss or damage to additional equipment hired / supplied at the time of rental.
- Ensuring you always use the correct fuel.
- The payment of reasonable costs if East Bay Campers has to pay extra costs to return the Vehicle to its condition when the pre-rental inspection was carried out (for example, if extra valeting time is needed to restore the Vehicle to its pre-rental condition) or if the Vehicle has been damaged internally or externally whilst in your care.
- Ensuring you do not, or allow someone to, sell, rent or dispose of the vehicle.
- Ensuring no-one works on or repairs the vehicle without our permission.
- Ensuring you contact us as soon as possible and within a maximum of 12 hours of having an accident and/or any fault or damage with the Vehicle.
- For returning the Vehicle to the place we agreed on your departure, on time and on the date specified at the end of this Agreement.

You, or any other driver named at the end of this Agreement must not:

- Allow the Vehicle to be driven by anyone other than yourself or the named driver.
- Use the Vehicle for hire or reward.
- Use the Vehicle for any illegal purpose.
- Use the Vehicle in a manner which could cause damage.

- Use the Vehicle to carry more persons than are permitted by the number of belted seats or detailed in this Agreement.
- Drive the Vehicle whilst under the influence of alcohol, illegal drugs or prescription drugs that affect your ability to drive.
- Use the Vehicle or allow it to be used off-road (excluding campsites and car parks) or on roads unsuitable for the Vehicle.

4 Our Obligations

- We have maintained the Vehicle to a high standard to ensure it's suitable for renting at the start of the Rental Period. We will show you how to use the Vehicle, answer any questions you have before you depart and go through this Agreement with you before you sign it.
- In the event that your Vehicle is unavailable for reasons outside of our control, such as the Vehicle has been involved in an accident prior to your agreed vehicle collection time, we will endeavour to provide a replacement Vehicle. If a replacement Vehicle is unavailable then we will refund all monies including your initial booking fee of £250.

5 Road Restrictions

- The Vehicles may only be driven on sealed/bitumen roads, campsites and car parks.
- By signing this Agreement I acknowledge that East Bay 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.

6 Insurance and Damage Protection

By signing this Agreement I fully understand that:

- The Vehicle is insured for damage and the property of a third party.
- I will have to pay an excess fee of up to £1000 for any damage.
- I may not have any insurance cover and I maybe responsible for the total cost of any damage if I breach any of the terms of this Agreement and/or the Terms and Conditions.

7 Charges

You are responsible for paying East Bay Campers the following charges:

- All rental and any other charges calculated in accordance with this Agreement.
- A late return fee if the Vehicle is not returned by the agreed time.
- The nominated valeting fee of up to £100 if the Vehicle is not returned with the interior in a clean condition.
- The nominated cancellation fee in the event of cancellation of this Agreement prior to the hire.
- The cost of any damage to the Vehicle or the property of any third party, subject to the insurance.
- All fines and costs for parking, traffic, tolls or other offences (including any costs which arise if the Vehicle is clamped). You must pay the appropriate authority any fines and costs if and when the authority demands payment. If a fine or charge arrives with us after your rental period we will charge this cost to you. We may also charge an admin fee.
- A re-fuelling service charge of £15 plus the fuel required to fill the tank if you have used, and not replaced, the quantity of fuel that we supplied at the start of the original rental.
- The cost to recover a Vehicle which has become bogged, damaged or driven other than in accordance with the conditions of this Agreement (this cost will vary depending on severity of the incident and the location of the Vehicle).
- All charges and expenses payable by me under this Agreement are due on demand by East Bay Campers. If I do not pay all charges when due, I agree, by signing this Agreement, to pay a late charge of 1.5% per month on the outstanding balance and any collection costs incurred by East Bay Campers, including reasonable legal fees. 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.

8 Accidents

In the event of an accident and or loss or damage arising out of the use of the Vehicle you must:

- Notify East Bay Campers within 12 hours of the accident.
- Obtain the names and addresses of third parties and any witnesses and report the incident to the police.
- Obtain the insurance details of third parties, third party vehicle registration and, take photos of the incident.
- Make no admission of liability to other parties, settlement offer or other like offer.
- Assist East Bay Campers in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence if required.

9 Maintenance

- I understand that I should take all reasonable steps to properly maintain the Vehicle, including fluid checks and tyres.
- I acknowledge that East Bay Campers will reimburse me for expenditure of up to £100 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 TV equipment) provided that I produce the relevant receipts, have received the prior consent of East Bay Campers and the damage is not due to my fault or my breach of this Agreement.
- I will be liable for any costs associated with the incorrect use of fuel. The Vehicle must only be filled from a roadside forecourt with regular diesel.

10 Collection/Delivery and Return of the Vehicle

- I will acknowledge receipt of the Vehicle in a clean condition and in sound working order in accordance with the Departure Checklist and with a full fuel tank (this Rental Agreement will be produced for signature prior to departure).
- I will adhere to the collection and/or delivery and return times shown at the end of this Agreement. The Vehicle will be available from 14:00 on the day of collection (the day your hire commences) and must be returned by 10:00 on your return day (the day your hire ceases) unless prior times have been agreed in writing with East Bay Campers.
- I will return the vehicle in a clean interior condition with a full tank of fuel.
- I acknowledge that East Bay Campers will not refund to me any monies and are under no obligation to provide a replacement vehicle if the Vehicle is returned or I cease to have the use of the Vehicle prior to the return date for any reason including accident, weather and theft.

By signing this document I confirm that I have read and agree to all East Bay Campers' Terms and Conditions and this Rental Agreement

Date

Full name of Hirer

Signature of Hirer.....

Full name of additional Hirer.....

Signature of additional Hirer.....

