

**East Bay Campers**  
**Terms and Conditions**

East Bay Campers' Terms and Conditions for Vehicle Hire.

**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 Booking and Payment Details**

- To make a booking, customers must complete the online booking form, a completed insurance form (using the online process or by forwarding a hard copy), together with a non-refundable booking deposit of £250.
- The balance of the hire charge is due 4 weeks before the first day of hire, or at time of booking if first day of hire is within 4 weeks.
- Before Customers can depart with the Vehicle on their day of hire, they must review and sign the Rental Agreement.
- By signing the Rental Agreement, Customers accept the conditions set out in that document which includes, but are not limited to, conditions with regard to 'Your Responsibilities', 'Conditions for using the Vehicle', 'Charges', 'Insurance', 'Maintenance' and 'Collection and Delivery of the Vehicle'.

**2 Driver Age**

All drivers must be aged between 25 and 70 years old at the start of the hire period.

**3 Fuel Policy**

All vehicles are supplied with a full tank of fuel at the start of the Hire. Customers must return the Vehicle with a full tank of fuel. Customers that return the Vehicle with the fuel tank either empty or part full will be charged for the missing fuel at the end of the Hire at the locally determined price, along with a fuel collection fee of £15. This can either be deducted from the Security Deposit or paid on return.

**4 Payment**

Payments are by UK debit or credit card (excluding American Express), PayPal, BACS or cash. All rental charges are to be paid in full 4 weeks before the first day of hire.

## **5 Security Deposit**

- Before taking delivery of the Vehicle, Customers must pay the £1000 refundable Security Deposit. This deposit is taken as security to cover the possibility of damage, whether negligent, wilful, accidental or otherwise, loss to the Vehicle or the fixtures and fittings therein or the living equipment and windows, wheels, tyres etc included with the Vehicle.
- The Customer must irrevocably authorise (by signing this Agreement) that East Bay Campers can deduct from the Security Deposit any amounts due by the Customer to East Bay Campers arising out of this Agreement.
- The Security Deposit will be refunded within 5 working days of the Vehicle being returned on time, to the correct location, undamaged, with a clean interior, a full fuel tank and with all equipment in place and intact. We reserve the right to retain up to a £100 valeting fee if the Vehicle is not returned with the interior in a clean condition. The remainder of the Security Deposit, will be returned to the Customer once any damage or loss has been paid for.

## **6 Driving Licence and Identification Required**

- On collection of the Vehicle, all Customers who are driving the Vehicle must present their valid UK Driving Licence in person and with proof of their current address. No copies of licences will be accepted.
- All drivers must have held a full driving licence for at least two full years.
- Licence endorsements of up to 2 x 3 points are accepted. Insurer referral maybe required for further or larger block points.
- A free DVLA licence check code will be required from each driver.

## **7 Collection/Delivery and Return of the Vehicle**

- The Vehicle will be supplied in a clean condition and in sound working order in accordance with the Departure Checklist. Customers must sign to acknowledge this. (The Rental Agreement will be produced for signature prior to departure).
- Customers must comply with the collection and delivery times as set out in the Rental Agreement.

## **8 Rental Payment Terms**

- East Bay Campers is authorised to complete any documentation and to take any other action to recover from the Customer all amounts due by the Customer in accordance with this Agreement, including but not limited to, any amounts due in respect of damage to the Vehicle or to property of a third party and all other additional charges as they are incurred (including all parking and traffic infringement penalties and associated administration costs).
- In the event that East Bay Campers elects to accept payment of the Security Deposit by holding an open security payment which will be cancelled at the completion of the Rental Hire, the Customer must agree that East Bay Campers is entitled to recover payment from their payment card in respect of any amounts due which were not known at the time of cancelling the open security payment.
- All transactions under this Agreement are conducted in Pounds Sterling. Due to exchange rate fluctuations and bank fees, if paying in a different currency, there could be some variance between the amount initially debited against credit cards and the amount

refunded within 5 days of the rental period. The Customer must release East Bay Campers from any liability for such variation.

•If the Customer fails to pay the full cost of rental 4 weeks prior to hire then the booking will be cancelled (the initial booking fee is non-refundable).

## **9 Terminating the Agreement**

The Customer acknowledges that East Bay Campers may terminate this Agreement and repossess the Vehicle at any time, without notification to the Customer, and that the Customer will pay the reasonable costs of repossessing the Vehicle, including towing charges, if:

- They are in breach of any term of this Agreement.
- They have obtained the Vehicle through fraud or misrepresentation.
- The Vehicle appears to be abandoned.
- The Vehicle is not returned on the agreed return date or East Bay Campers reasonably believes that the Vehicle will not be returned on the agreed return date.
- East Bay Campers considers, on reasonable grounds, that the safety of passengers or the condition of the Vehicle is endangered.

The Customer understands that in the event of such termination or repossession, they have no right to a refund of any part of the rental charges or the Security Deposit.

## **10 Cancellation Charges**

- The booking deposit of £250 is non-refundable.
- If cancellation occurs within 4 weeks of the first day of hire, the Customer will not be entitled to a refund.
- In the event of cancellation, booking deposits are not transferable to alternative hire dates, unless with express agreement of East Bay Campers.
- If appropriate identification and/or the necessary payment/deposit are not produced at the time the Vehicle is to be collected or the Terms and Conditions are not adhered to in any way, then the rental cannot proceed and the cancellation policy will be enforced.
- Cancellations may only be made by contacting East Bay Campers by email.
- In the event that your Vehicle is unavailable for any reasons out of our control, such as the Vehicle has been involved in an accident prior to your agreed collection time of the Vehicle, then we will endeavour to have a replacement vehicle in place. If a replacement vehicle is unavailable, then we will refund all monies including your initial booking fee of £250.

## **11 Rental Period**

- The Customer will have use of the Vehicle for the rental period shown in the Booking Confirmation and on the final page of the Rental Agreement.
- If the Vehicle is not returned on time, or if the Customer does not contact East Bay Campers requesting an extension of the rental, then the conditions of this Agreement have been broken.
- East Bay Campers will charge the Customer for every day or part day that the Vehicle has not been returned. Until East Bay Campers receive the Vehicle, the Customer will be charged double the daily rate specified in the Rental Agreement, unless with prior written agreement from East Bay Campers.

**12 Release and Indemnity of East Bay Campers**

•By signing this Agreement, the Customer agrees to release East Bay Campers from any liability to the Customer regardless of who is at fault, for any loss or damage incurred by the Customer by reason of this Agreement, including but not limited to:

oAny loss or damage caused by a breakdown, mechanical defect, accident or the Vehicle being unsuitable for the Customer’s purpose.

oAny loss or damage to any property left in or on the Vehicle or in East Bay Campers’ premises or recovered or handled by East Bay Campers.

oSubject to any insurance arrangements agreed with East Bay Campers, I hereby indemnify and shall keep indemnified East Bay Campers, 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.

**13 Rental Agreement**

The Customer must sign the Rental Agreement upon collection of the Vehicle.

**14 Privacy Policy**

During the enquiry and reservation process, East Bay Campers will collect personal information, including but not limited to your name, email address, postal address and telephone number. This information is necessary for booking and insurance purposes. None of your personal information will be passed on to any third party companies (other than the insurance company for the purpose of the rental). Payment details including credit and/or debit card numbers, card expiry date and security code will be processed through a secure system.

Please tick this box to be kept updated with offers, last minute deals and news from East Bay Campers. You may unsubscribe anytime.

**15 Your Agreement**

By signing this document I confirm that I have read and agree to all East Bay Campers’ Terms and Conditions (1-15) as set out in this Agreement.

Date .....

Full name of Hirer .....

Signature of Hirer.....

Full name of additional Hirer.....

Signature of additional Hirer.....