

## **COVID-19 BOOKING POLICY.**

This applies to any bookings taken during the current pandemic (2021)

- **FULL LOCKDOWN CONDITIONS.**

In the event that government lockdown restrictions are in place when your hire is to commence, Whitstable Motorhome Hire LTD will offer to move your hire to a different date or offer a refund for monies paid ( – £25 admin fee)

- **TIER SYSTEMS.**

If different parts of the country are placed into different tier systems but Whitstable Motorhome Hire LTD can open in their tier, then Whitstable Motorhome Hire can still offer a hire service.

If a customer is placed into a tier system that restricts their travel, preventing them from collecting a motorhome. Whitstable Motorhome Hire will offer an alternative date for their hire. No refunds given.

If Whitstable Motorhome Hire are placed into a tier system that restricts them from opening to customers, then full lockdown conditions apply.

- **LOCAL/GOVERNMENT RESTRICTIONS.**

Whitstable Motorhome Hire are not responsible for where a customer is heading with our motorhome.

If an area, event or festival you are travelling to has restrictions but other areas are open to travel, Whitstable Motorhome Hire LTD expect your hire to commence. If you wanted to cancel your hire due to local restrictions, our standard cancellation terms and conditions apply.

- **TRAVEL/HOLIDAY INSURANCE**

All customers are advised by our standard terms and conditions to have travel/holiday insurance in place before making a booking with Whitstable Motorhome Hire LTD.

Whitstable Motorhome Hire LTD COVID-19 BOOKING POLICY IS AN ADDITION TO OUR STANDARD TERMS AND CONDITIONS.

## **Definitions**

'I', 'me', 'my', 'you', 'yours', 'yourself' 'client' 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 under the heading 'Hirers Name / Contact' on the Rental Agreement, any person whose bank details are provided for 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 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 Whitstable Motorhome Hire LTD 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 (£250) and/ or full balance for the rental.

'Booking Deposit' means the monetary amount required to confirm the motorhome booking. (£250)

### **'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 Whitstable Motorhome Hire LTD

### **'Living Equipment'**

Includes but is not limited to, TV and aerial, Oven, Microwave, Fridge, Radio, Crockery, Cutlery, Cooking utensils.

### **'Security Deposit'**

Means the amount (£750) held as security by Whitstable Motorhome Hire LTD 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.

### **1. Depot**

Whitstable, Kent CT5. Full details provided direct to hirer.

### **2. Handover Times**

– Collection – The hired vehicle will be available for collection between 3-4pm on the agreed date.

– Return - All vehicles must be returned by 10.30am on the agreed date.

Please allow 1hr for our detailed handover when collecting the motorhome.

### **3. Hire rates quoted include:**

– 1200 miles per week in UK (mileage in excess of this will incur a fee of £0.20p per mile)

#### **3.1 UK standard vehicle insurance**

Insurance loading. In some cases, Whitstable Motorhome Hire LTD will incur additional charges if the driver to be insured has a traffic conviction, more than one insurance claim or is in an occupation which is deemed high risk. These charges will be passed onto the customer.

#### **3.2 UK Standard equipment & breakdown**

Whitstable Motorhome Hire LTD will supply full breakdown cover 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 Motorhome etc will be the responsibility of the client.

All prices quoted in the Agreement are gross prices.

### **4. Minimum Hire**

This ranges from 3 to 7 nights depending on the season. Whitstable Motorhome Hire LTD reserves the right to increase the minimum hire period for certain events.

### **5. Payment**

A booking is only binding after it has been confirmed by Whitstable Motorhome Hire LTD and a booking deposit of £250 has been received.

Our terms and conditions including cancellation policy apply from this point onwards. Once the booking is confirmed, a confirmation email will be sent out to the client. Settlement of the remaining balance will be due four weeks prior to departure. Whitstable Motorhome Hire LTD reserves the right to cancel the booking if payment is not received four weeks prior to departure. Payment is accepted by bank transfer.

For late bookings (less than four weeks before departure) the full rental price is payable on booking. Vehicles will not be released without full payment being completed. Whitstable Motorhome Hire LTD reserves the right to increase the booking deposit for certain events or promotions.

The security deposit is required no less than 48 hours before the booking date by bank transfer.

## **6. Cancellation charges**

More than 6 weeks before: 25% of total hire cost or Booking Deposit (whichever is greater)

3 weeks – 2 weeks: 50% of total hire charge

2 weeks – No Show: 100% of total hire charge

A No Show is deemed as the customer not presenting themselves on the first day of the rental period to collect their motorhome and not communicating to Whitstable Motorhome Hire LTD prior to this date that they will be collecting the vehicles on an alternative date/time within the booked rental period. Should the hire be deemed a No Show, the booking will be automatically cancelled at close of business that day, the vehicle will be released for re-hire and no refunds whatsoever will be due.

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

## **7. Extras**

Bed linen, towels and pillows are not included as standard as most customers prefer to take their own. These items can be provided on no extra charge on request with advance notice.

## **8. European Travel**

There is no extra charge for a Green Card at present. This may be subject to change depending on future EU agreements.

## **9. Ireland Travel**

There is no extra charge for a Green Card at present. This may be subject to change depending on future EU agreements.

## **10. Car Parking facilities**

Whitstable Motorhome Hire LTD does allow customers to leave their vehicles at their own risk onsite for the duration of their motorhome hire on the understanding that they do so at their own risk; Whitstable Motorhome Hire LTD cannot and will not be held liable for any damage caused to their vehicle whilst on site, the customer locks and secures their vehicle and removes any personal items on show.

## **11. Motorhome Collection & Return**

**Collection:** Please allow 1 hour for the hand-over 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, passport and two forms of proof of address dated in last three months, i.e. utility bill, council tax bill or bank statement plus bank details for security deposit payment. Please see section 27, Drivers for further details.

**Return:** The vehicle must be returned on the correct date, and before the time stated on the rental agreement – please allow 1 hour for the hand-over. Vehicles must be returned undamaged, with a full tank of diesel, empty wastewater and toilet cassette and the interior clean and in the same condition as collected, 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 17, Rental and other charges for further details. Please note there are no toilet emptying facilities at Whitstable Motorhome Hire LTD so this must be emptied prior to return

**Late return:** If you will be late returning, Whitstable Motorhome Hire LTD must be advised immediately. Failure to advise may result in prosecution for driving whilst uninsured. An additional charge of £100.00 per hour will be payable for all late returns

## **12. Motorhome Systems**

Whitstable Motorhome Hire LTD 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 Whitstable Motorhome Hire LTD will make every effort to remedy the fault whilst you are away but in some circumstances this may not be possible and Whitstable Motorhome Hire LTD 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. In the case of winter hire, Whitstable Motorhome Hire LTD cannot and will not 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**

You 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, full LPG gas bottle (plus one part used) and full fresh water tank. You acknowledge that Whitstable Motorhome Hire LTD will not refund to you any monies when the vehicle is

returned or if you cease to have use of the vehicle or any 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**

Whitstable Motorhome Hire LTD reserves the right, at its absolute discretion, to substitute a comparable or superior vehicle for the vehicle ordered. In that event, you shall not be liable for any increased rental pertaining to the substitute vehicle. Such substitution shall not entitle you to any refund and does not constitute a breach of this Agreement.

Should the customer elect to change the motorhome that they have booked, subject to availability Whitstable Motorhome Hire LTD will try to accommodate the request where possible. Should there be an increase in the daily rental cost, the client will be liable for the increased premium in line with section 6, payment terms. Should the daily rental cost be lower, the original booked price will stand, and no refund will be given. Should Whitstable Motorhome Hire LTD not be able to accommodate the request and the customer decides to cancel the booking, Whitstable Motorhome Hire LTD cancellation terms shall apply, see section 7, cancellation charges for more details.

#### **15. Rental and Other Charges**

You will pay Whitstable Motorhome Hire LTD

All rental charges.

The security deposit.

Administration fee of £25.00 per amendment of a confirmed booking or per penalty charge notice received.

The nominated valeting fee (£100) and /or upholstery cleaning fee (£200) if the Vehicle is not returned with the interior in a clean condition.

The nominated additional fee of £100.00 if the toilet is not emptied prior to the return of the vehicle and/or an additional fee of £50 if grey water isn't emptied.

The cost of refilling the Diesel should the tank not be returned completely full.

**Diesel charges:**

¾ to full = £75.00

½ to ¾ full = £90.00

¼ to ½ full = £120.00

empty to ¼ full = £140.00

The Late fee of £100.00 per hour should the vehicle be returned after the agreed time as stated on the rental agreement

The nominated cancellation fee in the event of cancellation of this agreement prior to acceptance or delivery of the vehicle.

The cost of any damage to the Vehicle or third party property, subject to the insurance.

The insurance excess should there be damage involving third party property or the theft of the vehicle. Applies in respect of each claim, not hire.

All government fees and duties etc

All parking fines, other fines or penalties and associated administration costs incurred in relation to the vehicle during the rental period

Any other fees or charges payable by you pursuant to this Agreement. This includes any costs incurred by Whitstable Motorhome Hire LTD as a result of any breach by you of the terms of this agreement

Demurrage; the nightly rental rate for the period the vehicle is off fleet; for example for accident repairs.

Any additional costs over and above the security deposit value should damages exceed the security deposit value.

The cost to recover a Vehicle.

In the case of gross negligence Whitstable Motorhome Hire LTD 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. You agree to pay any shortfall in charges to Whitstable Motorhome Hire LTD and you will receive a refund for any overcharge acknowledged by Whitstable Motorhome Hire LTD

## **17. Security Deposit**

There is a refundable GB £750 Security Deposit payable by bank transfer. The payment should be in the lead driver's name. Pre-paid currency cards cannot be accepted. Whitstable Motorhome Hire LTD reserves the right to increase the security deposit in certain circumstances or for specific events e.g. World Cup events, Festivals, and for any other hire where the Motorhome is carrying 4 or more adults. Cheque payments and cash are not accepted against the security deposit.

You agree to pay the Security Deposit via bank transfer 48hrs prior to collecting the vehicle. You irrevocably authorise Whitstable Motorhome Hire LTD to deduct from the Security Deposit any amounts due by you to Whitstable Motorhome Hire LTD arising out of this Agreement

The security deposit will be refunded within 7 working days of the vehicle being returned to Whitstable Motorhome Hire LTD as per the criteria set out in section 13, Motorhome collection and return and there are no outstanding insurance claims. It will not be refunded on return of the motorhome.

Should any damages or costs 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**

You agree that during the rental period, you will not and will not allow the vehicle to be:

Driven otherwise than in a cautious, prudent and normal manner. Driving otherwise entitles Whitstable Motorhome Hire LTD to retain the security deposit.

Used in a manner which could cause damage.

Driven in a prohibited area or in an area other than the areas indicated by you to Whitstable Motorhome Hire LTD.

Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law.

Left open whilst the vehicle is unoccupied.

Left with the ignition key in the vehicle while it is unoccupied.

Left unoccupied without the steering wheel lock applied.

Driven by persons

- Under the age of 23 years
- Over the age of 75
- Who is not authorised by law to drive the vehicle. Particulars of any proposed licensed driver of the vehicle are set out under the heading 'Driver/Hirer' on the Rental Agreement.

Damaged by:

Submersion in water.

Contact with Salt Water.

Used for any illegal purpose for any race, rally or contest.

Used to tow any vehicle or trailer.

Used to carry passengers or property for hire or reward.

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.

Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material.

Otherwise used in breach of my obligations under this agreement.

## **19. Road Restrictions**

All Vehicles may only be driven on sealed / bitumen roads

You acknowledge that Whitstable Motorhome Hire LTD 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**

You shall not make any alterations or additions to the vehicle without the prior written consent of Whitstable Motorhome Hire LTD

## **21. Title to Vehicle**

You acknowledge that Whitstable Motorhome Hire LTD retains title to the vehicle and its contents and that you possess the goods as a mere bailee only. You do not have any right to pledge Whitstable Motorhome Hire LTD credit in connection with the vehicle and agree not



to do so. You 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 Whitstable Motorhome Hire LTD motorhomes are non-smoking vehicles. Whitstable Motorhome Hire LTD reserves the right to impose additional Valeting and or Upholstery cleaning fees and charge demurrage should smoke be detected in the motorhome.

## **23. Passengers**

Whitstable Motorhome Hire LTD authorises the use of these vehicles up to the stated number of passengers. Each person must use the safety restraints provided at all times whilst the vehicle is in motion. 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/height under UK law. Such restraints are not provided by Whitstable Motorhome Hire LTD

## **24. Dogs**

There is no charge for dogs, maximum of 1 per hire, subject to approval by Whitstable Motorhome Hire LTD at time of booking. All pets must be secured when travelling. Any additional cleaning required as a result of a dog will be as per extra charges in section 15.

## **25. Drivers**

Standard insurance: 23 to 75 years

Insurance for over 70's drivers: 71- 75 years. This is by special request and agreement only with Whitstable Motorhome Hire LTD & their insurer. Whitstable Motorhome Hire LTD must be notified at the time of booking should any driver be over the age of 70. Additional information will need to be provided. Cover is not guaranteed.

Maximum of 2 drivers per rental.

All drivers must have held a valid licence for more than 2 years than entitles them to drive a UK category B vehicle up to 3500kg GMW.

Drivers holding only an automatic licence can only hire our auto models and this must be declared at the time of booking.

All drivers must be present at checkout of the Motorhome. No exceptions can be made.

The following are required prior to hire commencement -

- A full, valid standard driver's licence (address and ID must be up to date)
- An online licence check via Gov website
- Two forms of proof of address – The following are acceptable for proof alongside the driver licence.  
Primary = 1 x utility bill / statement (Electricity, gas, water, broadband, council tax or landline)

Secondary = 1 x document (TV, internet, bank or credit card statement, credit card bill or statement, mortgage, or pension statement)

Copies will be taken of all identification presented and will be retained for 7 years for the purpose of, but not limited to the defence of any legal claim(s)

If you have a photocard GB licence we require the photocard and your NI (National Insurance) number to check your licence details on the DVLA's online system. We are unable to insure you if we have not DVLA checked your licence details. We need to physically see your driving licence prior to the hire commencing.

If you have a modern Northern Ireland licence, we require both the photocard and paper counterpart

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 Whitstable Motorhome Hire LTD 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. Whitstable Motorhome Hire LTD are able to accept up to two 3 point endorsements. For a single endorsement of 6 points or more than 6 points a referral will be required by the insurer. Insurance is unlikely to be provided for BA,DD or UT convictions. No refund will be given if the hire is cancelled because we are unable to insure you to drive.

Insurance claims: You must declare at the time of booking if you have made or had vehicle insurance claim made against you within the last 5 years. Whitstable Motorhome Hire LTD may not be able to get cover should you have had 1 or more claims within the last 3 years

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

Whitstable Motorhome Hire LTD is unable to insure any driver with no fixed abode

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

The vehicle is insured for theft and 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 insurance quoted includes a standard excess of GB £750.00 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 GB £750.00 per claim.

Please note that no insurance cover is offered for overhead damage, any damage deemed as gross negligence ( i.e. fuel in the water tank or misfiling , or any internal damages, including fire caused by a cooking/heating incident, therefore the hirer accepts fully 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, and all costs must be met by the hirer.

Whitstable Motorhome Hire LTD will be responsible should damage to personal possessions or bodily injury occur (including death) as a result of proven gross negligence on Whitstable Motorhome Hire LTD's part i.e. our actions or failure to act. Whitstable Motorhome Hire LTD 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.

### **Holiday Insurance**

All customers are advised to take out their own holiday insurance upon booking. Whitstable Motorhome Hire LTD are unable to refund any booking deposits/payments received, if any events are cancelled or you are unable to go ahead with your motorhome hire for any reason.

### **27. Vehicle Damage – Insurance Cover**

You are aware that:

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.

Standard Insurance does NOT cover overhead damage. The hirer will be responsible for the cost to repair all damages.

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 £750.00 per claim, not per rental.

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.

You will be responsible for any damage caused through gross negligence and will not be covered by the insurance.

### **28. Responsibility when accident or breakdown occurs**

In the unfortunate event of any accident, loss or damage arising out of the use of the vehicle, you will

Notify Whitstable Motorhome Hire LTD immediately of the happening of the event.

Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station if anyone is injured.

Ensure any vehicle left unattended is done so securely.

Complete an accident claim form as supplied.

Not make any admission of liability to other parties, settlement offer or other like offer.

Assist Whitstable Motorhome Hire LTD in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.

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

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.

No security deposit or insurance excess will be refunded until claim is settled.

Breakdown – In the unfortunate event of any breakdown, in the first instance you should contact the breakdown service provided with the vehicle and inform Whitstable Motorhome Hire LTD immediately after. All repairs require Whitstable Motorhome Hire LTD permission.

## **29. Maintenance**

You shall take all reasonable steps to properly maintain the vehicle, including checking oil, coolant, tyre pressures and batteries.

You are aware that the vehicle will be supplied with a full tank of diesel and that it is your responsibility to replenish this throughout the hire and return this the tank full otherwise charges will apply.

The vehicle is provided with 2 gas bottles and at least one of which will be full. All hires must return with at least one full gas bottle.

Whitstable Motorhome Hire LTD will not be held responsible should you run out of any of these during your hire.

You acknowledge that Whitstable Motorhome Hire LTD will reimburse you for expenditure up to UK £40.00 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:

You produce relevant receipts; and

You have received the prior consent of Whitstable Motorhome Hire LTD

The damage is not due to your fault or your breach of this Agreement.

Subject to the terms of this agreement, you will pay for the cost of repairing or replacing tyres damaged during the Rental Period. Whitstable Motorhome Hire LTD will reimburse you for expenditure reasonably incurred if:

The tyre is defective and is returned by you to Whitstable Motorhome Hire for inspection; and

You produce relevant receipts; and

The manufacturer accepts liability under his warranty

You will be liable for any costs associated with allowing the engine oil, coolants to run empty and cause damage to the vehicles engine

You will be liable for any costs associated with the incorrect use of fuel. All Whitstable Motorhome Hire Ltd motorhomes run on DIESEL

## **30. General Housekeeping & Responsibilities**

When it comes to looking after your hired vehicle, common sense is always one that is applied. It is the hirer's responsibility to look after the vehicle for the duration of the hire,

including and not limited to looking after keys, locking the vehicle when not in use and to use any security system that has been fitted to the vehicle. Make sure that the correct fuel is used, any contaminated fuel would be the hirer's responsibility and all costs would be borne by you The Hirer. Please make it your business to get to know the length height and width of your hired vehicle, respect the conditions of the roads you are using, and being aware of any restrictions at all times. i.e. low bridges, narrow roads, sharp bends low branches etc. The hirer is responsible for any damage caused in this manner.

It is strictly prohibited to sublet the hired vehicle to a third party, failure to adhere to this would result in the immediate cancellation of your rental agreement without any refunds and any damage would be payable by the hirer.

It is the responsibility of the hirer to book appropriate campsites or suitable locations in advance for the duration of their hire. Deposits cannot be returned due to lack of site availability.

### **31. Payment**

When payment is made you agree that:

Whitstable Motorhome Hire LTD is irrevocably authorised to complete any documentation and to take any other action to recover from the security deposit all amounts due by you pursuant to this Agreement, including but not limited to those outlined in section 17, Rental and other charges

You will not dispute your liability to Whitstable Motorhome Hire LTD for any amount due under this agreement and you shall indemnify and keep Whitstable Motorhome Hire LTD indemnified against any loss incurred (including legal costs) by reason of notifying my credit or debit card issuer of such dispute

The Security Deposit will be returned within 7 days after the completion of the Rental Period, as per section 19. The Customer agrees that Whitstable Motorhome Hire LTD is entitled to recover payment from the Customer, in respect of any amounts due which were not known at the time of returning the Security Deposit.

You 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 paid as a security deposit and the amount refunded within 7 days after the expiration of the rental period. You release Whitstable Motorhome Hire LTD from any liability for such variation

### **32. Payment of Charges, Joint and Several Liability**

All charges and expenses payable by you under this Agreement are due on demand by Whitstable Motorhome Hire LTD. If you do not pay all charges on time, you agree to pay interest at 2.5% per month above the base rate as published by Whitstable Motorhome Hire LTD on the outstanding balance and any additional costs incurred by Whitstable Motorhome Hire LTD, 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**

You acknowledge that Whitstable Motorhome Hire LTD may terminate this Agreement and repossess the Vehicle at any time, without notification to you, and that you will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

You are in breach of any term of this Agreement

You have obtained the Vehicle through fraud or misrepresentation

Any statement, representation or warranty made by you in respect to yourself or additional drivers is incorrect

The Vehicle appears to be abandoned

The Vehicle is not returned on the agreed return date or Whitstable Motorhome Hire LTD reasonably believes that the Vehicle will not be returned on the agreed return date  
Whitstable Motorhome Hire LTD considers on reasonable grounds that the safety of passengers or the condition of the Vehicle is in danger.

You understand that in the event of such termination or repossession, you have no right to a refund of any part of the rental charges or the Security Deposit

### **34. Release and Indemnity of Whitstable Motorhome Hire LTD**

Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, you release Whitstable Motorhome Hire LTD, its employees and agents, from any liability to you (regardless of who is at fault) for any loss or damage incurred by you by reason of this Agreement, including but not limited to:

Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose

Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any Whitstable Motorhome Hire LTD premises or recovered or handled by Whitstable Motorhome Hire LTD

Subject to any insurance arrangements agreed with Whitstable Motorhome Hire LTD, you hereby indemnify and shall keep indemnified Whitstable Motorhome Hire LTD, 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 Whitstable Motorhome Hire LTD and by you.

### **36. Force Majeure**

Whitstable Motorhome Hire LTD 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 to Whitstable Motorhome Hire LTD.

### **37. My Warranties**

You warrant that all information supplied by you to Whitstable Motorhome Hire LTD in connection with this agreement is true.

### **38. Proper Law**

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

### **39. Data Protection**

Your personal data and information that you have provided to Whitstable Motorhome Hire LTD will be processed for the following purposes and in accordance with our Privacy Policy which can be found on our website

By entering into this agreement, you agree that we can process and store your personal information in connection with this agreement including data collected from the vehicle which may include your location(s) from our vehicle tracking system and also diagnostics (telematics). We may use your information to analyse statistics, for market research, credit control and to protect our assets.

You agree that if you break the terms of this agreement, we can pass your personal information to any relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the Data Protection Act 1998.

We agree to keep all personal information in a secure environment and will comply with the Data Protection Act 1998 and our own privacy policy and any other applicable data protection legislation currently in place.

### **40. 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. Whitstable Motorhome Hire LTD 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.