

# General Conditions Motorhome Magic Europa

For travel from 01/04/2023

To 31/03/2024

## OPENING HOURS AND RENTAL CONDITIONS

(London)

**Departures>Returns:** Departures are from Monday to Saturday between 3:00 pm and 5:00 pm (last departure at 4:30 pm) and returns are from Monday to Saturday between 9:00 am and 11:00 am.

### Holiday surcharge:

April 7th, 2023 (Good Friday), April 8th, 2023 (Easter), April 10th, 2023 (Easter Monday), May 1st, 2023, May 29th, 2023, August 28th, 2023.

### Closed on the following days:

- 24, 27 and 31th of december
- January 1st and 2nd

### Minimum rental period:

- April 1 - 30, 2023: 5 nights
  - May 1 - June 30, 2023: 7 nights
  - July 1 - August 31, 2023: 10 nights
  - September 1 - September 30, 2023: 7 nights
  - October 1, 2023 - March 31, 2024: 5 nights
- Vehicles may be rented for fewer nights, but the minimum rental rate applies.

**Minimum age and driver's license:** Drivers must hold a full manual driver's license that has been valid for at least 24 months and authorizes them to drive a European category B or equivalent vehicle up to 3500 kg. There is an additional fee for young drivers between the ages of 21 and 24.

## DEPOSIT

The security deposit is taken as a pre-authorization on the renter's credit card or charged to their debit card at the time of collection (Visa or Mastercard).

- £3,000/€3,500 for drivers between the ages of 21 and 24;
- £2,500/€3,000 for drivers aged 25 to 75.

## EVEN MORE ABOUT MAGIC MODELS...

**The fleet.** Exclusive rental partner of the leading German motorhome brand, Weinsberg. The vehicles are modern and of high quality from well-known and trusted brands.

**Range.** The vehicles are suitable for all types of travel and all budgets. From economical motorhomes to Volkswagen motorhomes, from well-equipped family motorhomes to large modern motorhomes.

**Multiple locations.** Only multi-site motorhome rental company with depots in the UK and Ireland.

**Customer Service.** High quality customer service at all locations. The vehicle will be checked, prepared and presented. When ready, the keys will be handed over.

**Camping Partnerships.** Take advantage of free membership to camping associations in the UK and Ireland during your rental, offering you preferential rates.

## D DAY...

The motorhome depots are open from Monday to Saturday from 3:00 pm to 5:00 pm so that you can pick up your vehicle on the appointed day, unless otherwise agreed and the appropriate surcharge is paid.

Please allow 1-2 hours for the paperwork and demonstration.

## ...AND THE LAST DAY

The return of the vehicle is done between 9:00 and 11:00 am on the scheduled day, unless otherwise agreed and the

appropriate surcharge is paid.

Please allow approximately 1 hour for the completion of the return documents and the verification of the vehicle.

The vehicle must be returned intact, with a full tank of fuel, with the waste water tanks emptied and clean, and with a clean interior.

The vehicle must be returned in the same condition as when it left the depot, otherwise a fee will be charged.

## GENERAL CONDITIONS

The rental contract itself, regardless of the manner in which the reservation and payment of the rental were executed, brings together the company that owns the fleet, the "lessor", and the person signing the contract, the "hirer". The exchange of the vehicle by the hirer implies the unreserved acceptance of the following general rental conditions.

**Use of the vehicle:** The hirer agrees to use the vehicle in a prudent and normal manner, to use it only for his personal needs, and not to sublet it, nor to transport people for a fee. The driver must take the utmost care of the vehicle's water and oil levels. The hirer is not allowed to participate in any match, race, rally or other competition of any kind, as well as test-drives or training. The hirer agrees not to use the vehicle for any illegal purposes or purposes other than those specified by the manufacturer, and not to overload the rented vehicle by carrying more passengers than indicated on the vehicle's registration document. The hirer agrees not to attach a trailer or similar vehicle, not to make any modifications to the vehicle.

**Flex Rates:** A variable rate per rental day. Each week a new daily rental rate is established, based on the vehicle, the location and the dates of travel (rate applicable to the entire length of the rental). Based on this variable rate, your daily rental rate is established. At the time of reservation (and payment of the account), the daily rental rate is locked in for the reservation.

## RENTAL

Unless otherwise specified, the rental fee includes:

- (a) the rental of the vehicle for the rental period;
- (b) Local sales tax (e.g., VAT);
- (c) Unlimited mileage;
- (d) A kitchen kit;
- (e) A partially filled camping gas bottle;
- (f) Comprehensive insurance for a designated driver between the ages of 21 and 75 with a full and valid driver's license for more than 2 years\* ;
- (h) Roadside assistance\*\*

\*excluding any additional insurance charges. A fee may be added if the driver has had a driving conviction or is in a profession considered high risk. This fee will be passed on to the customer. See the following sections for more details.

\*\*The lessor provides comprehensive breakdown coverage, to cover any mechanical failure of the vehicle's chassis. Any additional charges due to operator error, such as a dead vehicle battery, etc. will be the responsibility of the customer.

## Drivers

A maximum of 4 drivers can be designated for a vehicle.

The driver's license and an ID card or passport must be presented by all drivers at the time of pick-up, in their presence. If no driver's license and no identification are presented at the time of pick-up, the lessor may terminate the rental agreement at the hirer's expense.

### Driver eligibility criteria in the UK and Ireland:

- Drivers must be between the ages of 21 and 75 inclusive.
- Young drivers between the ages of 21 and 24 are required to pay a daily surcharge in addition to the liability deposit.
- Must hold a valid manual driving license for at least 24 months authorizing the driving of a European category B vehicle or equivalent up to 3500 kg gross weight.
- The driving license must be valid for the entire duration of the rental.
- Drivers with a provisional license or an automatic transmission license cannot drive any of the vehicles.

### Persons for whom no insurance can be provided:

- Drivers under the age of 21 and over the age of 75.
- Persons who have held a driver's license (other than a motorcycle license) for less than 24 months.
- Persons who have been disqualified from driving for a period of more than six months in the past three years or drivers who have been disqualified from driving for a period of more than three months in the past year.
- Persons who have been denied insurance and/or refused renewal and/or had other special conditions imposed and/or had their insurance policy terminated.
- Persons who have been involved in more than one automobile claim in the past three years.
- Persons engaged in any of the following activities, occupations or professions:

Entertainment or theatrical professional Professional athlete Jockeys or in connection with racing of any kind  
Undergraduate students or students under the age of 25 Service personnel born outside the United Kingdom if they have held a full driving license for less than twenty-four months Courier, express mail or parcel delivery services if the vehicle is to be used for business purposes Fast food outlets (including food delivery) if the vehicle is to be used for

business purposes Mail carriers if the vehicle is to be used for business purposes Wholesale delivery drivers or daily delivery drivers for news agencies if the vehicle is to be used for business purposes General dealers or street and/or market traders if the vehicle is to be used for business purposes.

For drivers between 21 and 24 years old: a surcharge applies and the security deposit is £3,000/3,500.

#### Each driver's license must:

- (a) Show the driver's current home address. If this is not the case the lessor will require, in addition to the driver's license, two other proofs of identity for that driver (i.e. an electricity bill and a bank statement less than 60 days old showing the driver's name and current address);
- (b) be in English and issued in the UK, EEA or Switzerland. If this is not the case, the driver must provide an international driver's license. A certified translation of the driver's license may be accepted by the lessor depending on the country where the license was issued.

#### If a driver's license was:

- (a) issued in Great Britain, the driver is required to obtain a driver's license verification code from the .gov.uk website at least 24 hours prior to vehicle pick-up;
- (b) issued in Northern Ireland, the driver will be required to provide the lessor with the original photo ID and hard copy of the driver's license at the time of vehicle pickup.

The rental agreement will be terminated by the lessor without refund to the hirer if the lessor is unable to verify the driver's original license.

### **Child Seats**

Vehicles are equipped with a minimum of 2 forward-facing seats in the rear with standard 3-point seat belts (not isofix) that can accommodate child seats or booster seats.

Child seats (1-4 years, 9-18 kg) and booster seats (4-11 years, 18-36 kg) can be added at the time of booking. Please note that hirers are responsible for installing the child seat in the vehicle.

Rental centers have a limited number of child seats available, so it is advisable to reserve them in advance. For children under the age of one, hirers are asked to provide and install their own child seat.

### **Breakdowns**

If the rental is disrupted by a mechanical breakdown/vehicle system malfunction (not caused by the hirer) that renders the vehicle inoperable for more than 48 hours after being reported to the lessor, the hirer will be entitled to a maximum refund equal to the gross rental rate for each night of the affected rental period until the breakdown/malfunction is rectified by the lessor, or one of its agents or representatives.

Breakdowns of mechanical and vehicle systems which include cabin heat/hot water, water pump, shower, toilet, refrigerator, stove/gas oven must be evaluated by the lessor or a repairman authorized by the lessor.

The customer shall only be entitled to a refund if he/she notifies the lessor of the breakdown or malfunction as soon as possible. Failure to notify means that the breakdown or malfunction is of such a minor nature that the customer does not wish to make a claim for loss of time with regard to the rental. Defects and repairs to the radio/CD player, Sat Nav, rear view camera, bike racks, cruise control, etc. are considered minor and are excluded from the scope of this clause.

### **Accident**

In case of accident, loss or damage resulting from the use of the motorhome, including damage to a third party vehicle, the hirer must :

- inform the lessor within 24 hours of the event
- obtain the names and addresses of any third parties and witnesses and report the incident to the nearest police station
- complete the incident report form provided in the vehicle
- not admitting liability or making a settlement offer to other parties
- assist the lessor in handling any claims arising from the incident
- pay all costs associated with a vehicle change as a result of an incident, regardless of who is at fault
- agree that the security deposit will not be refunded until the claim is resolved
- return the vehicle to the lessor if requested so that the damage can be assessed.

The hirer acknowledges that a replacement vehicle is not guaranteed and that there will be no refund for unused days following termination of this rental agreement due to damage caused by an incident.

### **Rental of a group of vehicles**

The lessor considers a group to be 4 or more vehicles rented at the same time, at the same location. Group terms and conditions apply and the standard flexible rates, as described above, do not always apply.

### **Use of the vehicle and responsibility of the hirer**

Only persons identified as drivers may operate the vehicle.

The hirer agrees that during the Rental Period the Vehicle may not:

- (a) be driven outside the United Kingdom or Ireland;
- (b) be driven by a person who is not a driver listed on the rental agreement;
- (c) be driven for business or commercial use;
- (d) driven by a person whose blood alcohol level exceeds the legal limit;
- (e) driven by any person who has consumed or is under the influence of any illegal substance
- (f) driven in inclement weather or other hazardous conditions;

- (g) driven with snow chains;
- (h) used to transport persons for hire;
- (i) used to transport flammable, explosive or corrosive materials
- (j) used to push or tow a vehicle, trailer, boat or other object (unless prior approval is obtained from the lessor);
- (k) carry a load and/or number of persons in excess of that for which the vehicle is designed;
- (l) be used for racing, speed testing or driving in a dangerous or reckless manner, whether intentional or not
- (m) be used to transport illegal goods, substances or products, whether for commercial purposes, financial gain or delivery of such products;
- (n) be driven in an unsafe or unroadworthy condition;
- (o) be driven on unpaved, non-public roads;
- (p) driven on unnumbered roads and highways;
- (q) driven without the permission of the lessor;
- (r) driven in any manner other than a careful, prudent and normal manner;
- (s) left unattended with the key in the ignition;
- (t) left unlocked while unoccupied;
- (u) be immersed in water or come into contact with salt water;
- (v) driven into a war zone.

Hirer acknowledges that lessor may, at any time and in its sole discretion, prohibit the driving of the Vehicle in certain areas due to adverse road or weather conditions or for any other reasonable cause.

### **Roadside Assistance**

The lessor provides 24-hour roadside assistance to the hirer through its network of third-party partners during the rental period. Roadside assistance covers only mechanical failures of the vehicle's basic chassis. Any call-out costs incurred for any other problem (e.g., a dead vehicle battery) will be paid by the hirer.

Roadside assistance may not be available at the location of the vehicle at the time of the breakdown. In this case, the hirer may be required to contact nearby repairmen, mechanics and other providers to assist with the problem. Assistance and recovery times are dependent on the availability of the lessor's third party partners and the location of the vehicle at the time of the incident.

### **Vehicle Maintenance**

The hirer must take reasonable steps to properly maintain the vehicle during the lease period. This includes checking the oil, coolant and AdBlue® levels, tire pressure and batteries every 500 miles. The hirer must promptly report to the lessor any vehicle malfunction or light that is on during the rental period.

Hirer acknowledges that any loss or damage to the vehicle due to the guest's failure to maintain the vehicle shall be paid for by the hirer. The hirer will be fully responsible for all costs associated with the improper use of fuel in the vehicle.

Minor repairs or replacement of small items, if the damage was not caused by the hirer and not exceeding £100 or 115€ may be carried out without prior agreement and will be reimbursed upon presentation of receipts at the time of return. If repairs in excess of £100/115€ are required, the lessor must be informed before the repair is carried out. All motorhomes are covered by 24/7 mechanical emergency roadside assistance.

In the case of a winter rental, the lessor cannot be held responsible for any damage or inconvenience caused by frost. These are the responsibility of the hirer.

The hirer must report any damage to the vehicle to the lessor within 24 hours of the hirer becoming aware of it.

### **Pets**

Only domestic dogs may be transported (maximum of 2 dogs per vehicle) subject to the approval of the lessor and a pet fee.

The hirer is solely responsible for compliance with all animal welfare, transportation, vaccination, transit and entry laws and regulations required during the rental period.

Any costs, including cleaning, incurred as a result of failure to comply with this provision and any losses incurred by the lessor due to the unavailability of the vehicle to other hirers will be borne entirely by the hirer.

### **INSURANCE**

Comprehensive insurance is provided through our insurers for the driver(s) named on the rental agreement (provided all personal information provided is correct). Named drivers are subject to the criteria described in the appropriate section. Only the persons named on the rental agreement are insured to drive the vehicle.

The vehicle is insured for damage to the vehicle and property of a third party, but does not include any personal insurance for the customer, including death or bodily injury to the driver, nor does it cover personal property. No other rental insurance is acceptable for the rental of a vehicle.

Liability insurance is included in the nightly rental fee. The liability insurance that covers registered drivers is 5 million euros.

It is highly recommended that the hirer take out personal travel insurance.

### **Security Deposit**

The rental is subject to a security deposit that covers both the responsibility of the hirer in case of first or reported

incident(s) and the proper return of the vehicle in the same condition it was rented to the hirer. In case of additional incident(s), a second security deposit will be required? in order to continue the rental.

The security deposit is taken as a pre-authorization on the tenant's credit card or debited from the hirer's card at the time of collection (Visa or Mastercard). No other form of payment is accepted and prepaid cards are not accepted. The card used for the security deposit must be in the name of the primary driver.

In the event of damage to the vehicle or third party property, the hirer will be liable for the following excess amount:

- £3,000/€3,500 for drivers aged 21 to 24 ;
- £2,500/€3,000 for drivers aged 25 to 75.

Security deposits are made in the currency of the rental deposit. We reserve the right to increase the security deposit.

The hirer authorizes the lessor to deduct from the security deposit any amount due to the lessor under this rental agreement.

The lessor has the right to withhold the security deposit(s) until the customer's liability under this rental agreement and the total amount of the damage or loss have been finally determined by the lessor.

The security deposit will be refunded to the customer in full within 35 days of the return of the vehicle in accordance with this rental agreement, provided that:

- (a) no incident has occurred;
- (b) there are no outstanding insurance claims on the Vehicle, a hirer or a driver;
- (c) no surcharge, if any, is payable by the hirer;
- (d) the lessor does not incur demurrage charges due to the unavailability of the vehicle for necessary repairs as a result of an incident (any demurrage charges recovered from a negligent third party will be refunded to the hirer upon recovery by the lessor).

The security deposit is used to cover costs, charges, liabilities, losses or damages incurred or suffered. Certain fees and costs are excluded from the security deposit. These are the "Insurance Exclusions". If any of the exclusions to the security deposit apply and the security deposit does not cover the full amount of these charges or costs, the hirer must, within 28 days of the request, forfeit the entire security deposit and pay the difference between the amount of the security deposit and the amount of these charges or costs.

### Insurance Exclusions

The following items are not covered by insurance, security deposit or liability reduction options. For these exceptions, the hirer accepts full responsibility in addition to any applicable deductible or security deposit.

- Damage to the vehicle caused by failure to comply with the terms of the rental agreement.
  - Any damage or loss caused by negligent or intentional act of the hirer.
  - Any mechanical problems, such as clutch/gearbox, caused by driver negligence.
  - Replacement or repair of antennas, windows or wheels, unless windshield, mirror and tire protection has been purchased, if applicable.
  - Damage caused by the use of incorrect or contaminated fuel.
  - Any missing hubcaps, tools or replacement parts.
  - Damage caused by neglecting proper operating procedures, such as incorrect fuel type and quality, ignoring oil or coolant levels, air pressure.
  - Damage to the underbody of the vehicle or the roof, including the upper part of the "Luton" area, is considered gross negligence. Any such damage will be charged at a fixed cost of £7,500/€9,000.
  - Theft of the vehicle if the keys are left in the ignition, in or on the vehicle while it is unoccupied, in which case the hirer will be held fully responsible for replacement of the vehicle.
  - Damage to the windshield, mirrors and/or tires, unless windshield, mirror and tire protection has been purchased and applies.
  - Damage caused by the improper use of snow chains.
  - Damage to the vehicle caused by the use of the vehicle in violation of any motor vehicle law or regulation.
  - Damage caused by freezing/overheating due to travel between extreme temperatures without taking the necessary precautions to protect the vehicle.
  - Damage and costs associated with the recovery of a vehicle in a mired condition.
  - Damage caused by the vehicle tipping over.
- An administration fee of £50/€60 will be applied to any loss or damage.

### Special Coverage

Special coverage is an option that covers the replacement or repair of damage to the windshield, side mirror or tires. It can be purchased at the time of online reservation or at the time of vehicle pick-up. It cannot be purchased after the rental period has begun or by drivers under 25 years of age. Special coverage is limited to the replacement or repair of one windshield, two mirrors or two tires, after which the hirer will be responsible for the normal replacement costs.

### Security Deposit and hirer's liability

The security deposit is authorized on the hirer's debit or credit card. In the event of loss or damage, the hirer is responsible for up to that amount.

The security deposit may be used to fund any loss or damage to equipment, fixtures, glass, tires or negligent damage to the vehicle. Security deposits are held/billed in the local currency of the deposit. Hirers must allow up to 28 days for the security deposit to be returned to their account. In the event of a claim, regardless of liability, the security deposit will be held until the insurers have settled the claim. Please note that this process can be lengthy and is beyond the control of the lessor.

### Time to resolve customer liability claims



While the Rental Center makes every effort to return money owed to the hirer as quickly as possible, third party claims may take months or even years to resolve. The hirer acknowledges that the handling of such claims is the responsibility of the insurers and the third party, whether insured or not.

The lessor is entitled to withhold the security deposit, until the liability of the hirer and the amount of the damage or loss has been finally determined.

Lessor agrees to refund any security deposit, as soon as reasonably possible, after receiving final resolution and payment relating to third party claims. Hirer agrees to provide all reasonable assistance in the handling of any claim, including all relevant information and to appear in court to testify.

## **NON-EXCLUSIVE OPTIONS AND SURCHARGES**

### **Saturday pickup / Late return**

Rentals collected on Saturdays between June 1 and September 30, 2023 will be subject to a surcharge of £99/115€ per rental.

The same applies to late returns of vehicles beyond the agreed upon date and/or time.

### **Facilitated return**

The lessor provides a service to facilitate the return of the vehicle at the end of the rental period.

### **Public holidays**

Public holiday surcharges are local holidays where vehicle departures are permitted at an additional charge. The rate for these days is £99/115€.

### **Festival**

Hirers wishing to travel to a festival with a rental vehicle must request permission from the lessor at the time of booking, subject to a surcharge.

Hirers traveling to a festival without prior approval will be required to pay the festival surcharge upon return of the vehicle and will be removed from all insurance coverage.

The lessor reserves the right to change the list of festivals for which the surcharge applies.

### **Fines**

Hirers are personally responsible for all legal penalties and costs related to any traffic violations under the traffic laws of the country of travel.

If any traffic violations are presented to the lessor for the rental period and the hirer is responsible, the hirer will be charged the full cost of the penalty or violation plus an administrative fee of £50/€60 for each violation.

If a refund of a penalty or violation is provided to the lessor by the appropriate authority, the lessor will refund it to the hirer (less the penalty fee).

### **Tolls**

All tolls will incur an administration fee of £2.50/€2.50.

The hirer is responsible for paying the toll on the M50 road in Ireland. Toll charges are automatically paid by the lessor, but will be re-billed to the hirer within 35 days of the incident.

### **Cleaning charges**

A cleaning fee of up to £250/€300 will be deducted from the deposit if the vehicle is not returned with a clean interior. An additional charge of £250/€300 will be deducted from the deposit if the toilet and grey water tank are not emptied and cleaned before the vehicle is returned.

An additional charge of £500/€600 will be made if smoking (including cannabis and electronic cigarettes) is found to have taken place in the vehicle.

An additional fee of £250/€300 will be charged if an unauthorized pet was carried in the vehicle.

### **Ferries**

All vehicles can be transported on the ferries and are insured for this purpose. It is recommended that the hirer book a motorhome of at least 8 meters (including the bike rack), regardless of the size of the vehicle rented, in order to avoid problems related to possible over-classifications.

### **Traveling in Europe**

Vehicles rented in the UK and Ireland can be driven throughout the UK and Ireland. Travel to continental Europe is possible upon request to the lessor.

### **Fuel/Gas**

The vehicle must be returned with the same amount of fuel and/or gas as at the time the lessor provided the vehicle. If the vehicle is returned with less fuel or less gas, the difference will be charged at the daily rate and a service charge of £55/€60 will be payable. There is no refund if the hirer returns with more fuel or gas than he/she started with.

## **VEHICLE PICK-UP AND DROP-OFF**

Vehicle pick-up and drop-off is at the agreed location specified? at the time of booking, as indicated in the "rental period" section of the rental agreement.

### **Online registration**

To enable faster vehicle pick-up, hirers are requested before arriving at the departure rental center to check-in online. The online check-in process provides hirers with all necessary documentation, including terms and conditions and

liability reduction options, to review at their leisure prior to picking up their motorhome. They will also be able to view safe driving and how-to videos to prepare them for their trip.

### **Vehicle presentation and collection**

The rental centers are open from Monday to Saturday between 3:00 pm and 5:00 pm to allow hirers to pick up their vehicles. The last pick-up is 30 minutes before the depot closes at 4:30 pm. Hirers should allow at least 1 hour to complete all paperwork, pay the security deposit and view the vehicle.

When picking up the vehicle, each driver must have a valid driver's license, passport and credit/debit card for the security deposit. Photocopies of these documents will not be accepted.

All vehicles come with a rental guide. This is a handy guide containing all the information hirers need for their motorhome vacation, including useful checklists and important phone numbers.

For security reasons, the lessor only accepts credit or debit cards for rental fees paid upon pick-up or drop-off of the motorhome. Cash payments are not accepted at the rental agencies. The security deposit on the motorhome is only payable at the time of pick-up. The following cards are accepted: Visa, Mastercard and Maestro.

By signing the rental agreement, the hirer acknowledges and agrees that:

- (a) The vehicle has been made available to the hirer in good working order and suitable for rental;
- (b) He/she has inspected the Vehicle prior to pick-up and has not found any damage or defects on the Vehicle (other than those noted in the condition report);
- (c) The vehicle and its contents remain the sole property of the lessor at all times;
- (d) The hirer shall return the vehicle to the agreed upon place and time of return, without modification or addition, in the same condition (except for normal wear and tear), with all tools, tires, gas cylinders, accessories and equipment that were in the vehicle at the time of pick-up.

The lessor will make every effort to have the vehicle ready for pickup at the agreed upon pickup date and time. However, during busy periods, there may be delays due to factors beyond the control of the lessor. In this case, no refund will be due to the hirer and no change will be made to the rental period to accommodate these delays.

### **Return of the vehicle**

The return of the vehicle is done between 9am and 11am on the day of the return. Hirers should allow approximately one hour for the return. Any late return will be subject to late fees and any early return will not be refunded.

The motorhome must be returned to the lessor in the same condition as when picked up, with the same level of fuel and number of gas cylinders as when it was left, with the interior clean (completely free of mud, trash and pet hair), the toilet cassette empty and clean, and the waste water tanks empty.

The exterior of the motorhome will need to be washed if it is covered with excessive dirt, dust or mud. A charge will apply if the motorhome is not returned in the required condition.

The hirer will not be entitled to any refund of rental fees or other charges paid for the return of the vehicle prior to the scheduled return date. The hirer must contact the lessor if he/she wishes to return the vehicle prior to the return date (and such return will be entirely at the lessee's expense). The hirer must immediately inform the lessor if he/she realizes that he/she will not be able to return the vehicle at the scheduled time. Failure to do so may result in prosecution for driving without insurance.

### **Rental extension**

The lessor is not obliged to grant extensions to the rental period. If the hirer wishes to extend the rental period, he/she must obtain prior written approval from the lessor and pay the additional fees. These payments must be made by credit/debit card over the phone or at one of the lessor's branches immediately after the extension is authorized.

### **Vehicle Replacement**

Vehicles are reserved by vehicle type (as determined by the lessor) and not by make or model.

The lessor reserves the right to change the type of vehicle selected by the hirer or its specifications in the event of unforeseen circumstances such as accidents, operational problems or other reasons. In such circumstances, the hirer shall not be liable to the lessor for any increase in rental charges for the replacement vehicle. However, the renter will be responsible for any additional operating costs associated with the replacement vehicle.

In the case of a downgraded vehicle type, the hirer may be eligible for a partial refund of the rental fee.

If a replacement vehicle is not available, the lessor's liability is limited to reimbursing the portion of the rental fee that was paid by the hirer. In all cases, no other refunds will be possible, including compensation for additional arrangements booked by the customer (such as costs for flights, hotels, activities, etc.).

### **Termination by the lessor**

The lessor reserves the right to immediately terminate this rental agreement and repossess the Vehicle without any refund or other liability to hirer before, during or after the commencement of the Vehicle rental if:

- (a) the hirer or any driver fails to comply with the terms of this rental agreement;
- (b) the guest fails to pay the security deposit;
- (c) the vehicle is over-occupied with respect to the number of seat belts at any time during the rental period;
- (e) the hirer has obtained the rental of the vehicle by fraud or misrepresentation;
- (f) any statement, representation or warranty made by the hirer or any driver is incorrect;
- (g) the vehicle appears to be abandoned;
- (h) the vehicle is damaged, regardless of fault;
- (i) the vehicle is not returned on the return date or the lessor reasonably believes that the vehicle will not be returned

on the return date;

(j) the lessor reasonably believes that the safety of the public or passengers in the Vehicle is at risk.

Hirer acknowledges that in the event of termination by lessor, hirer shall have no right to a refund of the rental fee (or any other fee paid by hirer) or the security deposit.

Lessor reserves the right to terminate the rental agreement if operational problems affect its rental fleet.

### **Modification**

If the hirer wishes to change the following: vehicle booked, pick-up or drop-off dates, pick-up or drop-off locations, the following charges will apply:

- change notified more than 35 days prior to pick-up: £50/60€ fee, plus any increase in rental cost
- changes notified between 35 and 20 days prior to pick-up: £150/175€ fee plus any increase in rental cost
- changes notified less than 20 days prior to pick-up or no-show: 100% of the cancellation fee and rental fee

Changes to a reservation are subject to availability.

There is no refund for late pick-up or early return of the motorhome.

- There are no refunds for changes that reduce the number of nights booked.
- If the rate schedule or camper category is changed, this is a new reservation and a cancellation fee may apply to the original reservation.
- The Flex Rate of a confirmed reservation will not change if the group size is changed and/or prepaid items are added.
- Any credit applied to a reservation will be valid for 12 months from the initial pick-up date.

### **Cancellation by the hirer**

In case of cancellation by the hirer, a fee will be charged as follows

- cancellation notified more than 35 days before departure: 30% of the invoice amount (minimum £350)
- cancellation between 35 and 20 days before departure: 50% of the invoice amount
- cancellation notified less than 20 days before departure: no refund

In case of cancellation an administration fee of £50/60€ will be applied.

No refunds will be made for early returns.

### **Complaints**

The hirer has a maximum of 10 days following the return of the vehicle to make any comment or claim concerning the rental.

### **Dispute**

The provider reserves the right to change the vehicle for another appropriate to the number of occupants. This does not constitute a breach of contract and does not authorize the hirer to claim any compensation. The photos are not contractual and the choice of vehicles is made by category and not by model.

The present general conditions are subject to French law. Any dispute arising from the execution, interpretation or application of the travel contract shall be brought before the competent court in the place of the registered office of the company CampingCar online.