+33 (0) 1 40 71 10 20
From Belgium : 0 800 77 163
From Switzerland : 0 800 56 33 79
Monday to Friday from 9am to 7.30pm
Email : contact@campingcar-online.com
Site : www.campingcar-online.com

General Conditions Profile Ness Comfort Plus

For travel from 01/04/2025

To 31/03/2026

OPENING HOURS AND RENTAL CONDITIONS

(closed on Sundays)

Departures
Edinburgh: Monday to Saturday from 3:00 pm to 5:00 pm

Returns
Edinburgh: Monday to Saturday from 9:00 am to 11:00 am

Rental center opening hours
Edinburgh: Monday to Saturday from 9:00 am to 5:00 pm

Minimum rental period: 7 nights

Age and driving licence: 25 years minimum and 75 years maximum with 2 years B licence (car licence). Anyone wishing to drive must be present on the day of departure to register on the rental contract.

DEPOSIT

£1500 by **Mastercard or Visa credit card** (debited and returned on return)

EVEN MORE ABOUT THE NESS MODELS

Recent vehicles (no more than three years old). Motorhomes equipped with **kitchen, refrigerator, gas stove, heating, bathroom** (except Urban models) with washbasin, shower and chemical toilet.
Fleet comprising vehicles from leading European manufacturers such as **Dethleffs, Hymer and Sunlight, on Fiat, Mercedes or Citroën chassis.**
All vehicles come with a **24/7 manufacturer's mobility guarantee and comprehensive insurance.**

D DAY...

Be sure to check your flight schedule (departure and return times are limited). Allow 1 to 2 hours for administrative formalities and vehicle presentation. Take time to inspect the vehicle (inside and out) and note any damage on the departure document (take photos if possible).

...AND THE LAST DAY

Allow 1 hour to complete the return documents and check the vehicle.

You agree to return the vehicle in the condition in which it was received (excluding normal wear and tear): clean, with a full tank of fuel and empty grey water and wastewater tanks. If this is not the case, you may be charged for cleaning and/or emptying the waste tank when you return the vehicle.

GENERAL TERMS AND 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 renter 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.

Your contractual partner is your local rental station, the one that will deliver your vehicle to you. Therefore, when concluding a motorhome rental contract, the following rental terms and conditions (hereinafter referred to as "Rental Alliance GmbH") will become an integral part of the contract between Rental Alliance GmbH's partners and franchisees, i.e. between the local rental station (hereinafter referred to as "Rental Alliance") and you. Please read these rental terms and conditions carefully.
(*This is a translation. Only the German version of these terms and conditions is legally binding).

Scope and object of contract

These general terms and conditions [AGB] of McRent, its partners and licensees (hereinafter referred to as "the renter") apply exclusively. Any terms and conditions of the hirer which contradict or deviate from the general terms and conditions of the renter shall not be recognized. The renter's general terms and conditions apply even if the hirer hires the vehicle to the renter without reservation, knowing that the hirer's terms and conditions contradict or deviate from these general terms and conditions.
The sole object of the contract with the rental company is the rental of the vehicle. The renter is not liable for any travel services.
In the event of a reservation, a rental contract will be concluded between the renter and the hirer(s), which is subject exclusively to English law. The legal provisions governing travel contracts do not apply to the contract, either directly or indirectly. The hirer organises his or her own travel arrangements and uses the vehicle at his or her own risk. The rental contract is limited to a specific agreed period.
All agreements between the renter and the hirer must be made in writing.

Minimum age, authorised drivers

The hirer and any other driver must be at least 25 years old.
The hirer and any other driver(s) must have held a class III / class B driving licence or comparable national licence for at least two years - for vehicles over 3.5 tons, not less than three years - corresponding to the weight of the vehicle.
To collect the vehicle, the hirer and/or driver(s) must present a valid driving licence and identity card/passport at the time of collection. Any delay in taking possession of the vehicle due to the nonpresentation of the aforementioned documents will be at the hirer's expense. If these documents cannot be presented either at the agreed pick-up time or within a reasonable additional period, the renter is entitled to cancel the contract. The cancellation conditions in this document apply.
The renter or the country's official authorities may require the presentation of an international driving licence (for non-EU nationals).

Please note that some of the rental company's vehicles have a total weight in excess of 3.5 tonnes, and an appropriate driving licence is required to drive these vehicles. Persons in possession of a class B driving licence should consult the rental company regarding the engine size and technically permissible total weight of the rented vehicle. If, at the time of rental, a corresponding driving licence cannot be presented, the vehicle will be considered as not collected. In this case, the cancellation conditions in this document apply.

The vehicle may only be driven by the renter and the drivers named at the time of rental.
Drivers:
- Age limits: 25 to 75 years. The driver must have held a valid driving licence for more than two years.
- Additional driver information is required.
- All drivers must present a valid driver's licence at the start of the rental.
- Drivers are personally liable for any legal penalties (e.g. fines) incurred during the rental period.
- Drivers must present two pieces of identification (less than 3 months old), a credit card and a passport.
- All drivers must be present

Rental charges and their calculation, rental period

The applicable rental charges are those applicable by the rental company at the time the contract is concluded. The rental price is calculated according to the tariff in force on the day the vehicle is booked for the period of travel booked. The minimum rental period set by the rental company applies. A single lump sum is charged for each rental. This amount is determined by the rental company and is included in the price calculation on the rental contract.

The corresponding rental charges include :
- unlimited mileage as a general rule; special offers may have limited mileage, additional kilometers will be charged according to the current price list;
- insurance cover based on the German "Kasko" insurance scheme, as described in the section "Hirer's liability, insurance";
- the vehicle manufacturer's mobility warranty.
Bike racks are not suitable for electric bikes.

The applicable daily rates will be charged for each 24-hour period completed or commenced during the rental period. The rental period begins when the hirer takes possession of the vehicle at the rental station and ends when the rental station attendant picks up the vehicle.

If the vehicle is returned after the time agreed in writing, the rental company will charge a fee according to the price list actually in effect (up to a maximum equal to the applicable daily price for each day of delay). Any costs incurred by a subsequent hirer or by any other person making claims against the rental company on the grounds that a vehicle was supplied late must be borne by the hirer.

If the vehicle is returned before the expiry of the agreed rental period, the full contractually agreed rental amount must be paid, unless the vehicle can be rented to someone else.

The vehicle will be supplied with a full tank and must be returned in the same condition. Otherwise, the rental company will charge for fuel in accordance with the current price list. Fuel and operating costs during the rental period must be borne by the hirer.

One-way rentals are only possible by special arrangement.

Reservations and changes to reservations

Reservations are only effective once they have been confirmed by the rental company, as described below, and then only for vehicle groups, not for vehicle types. This applies even if a specific vehicle type is mentioned as an example in the vehicle group description. The rental company reserves the right to upgrade the hirer to an equivalent or superior vehicle.

To confirm the booking, a deposit of 30% of the rental amount, with a minimum of £300, must be paid. Once payment has been received, a booking confirmation will be sent to the hirer. Only then does the booking become effective for both parties. If the hirer misses the deadline, the rental company is no longer bound by the reservation.

Cancellation fees*:
Cancellation notified more than 65 days before departure: £100
Cancellation notified between 65 and 55 days before departure: 30% of invoice amount
Cancellation notified between 54 and 20 days prior to departure: 50% of invoice amount
Cancellation notified between 20 days and 5 days before departure: 80% of invoice amount
Cancellation notified less than 5 days before departure: 100% of invoice amount
*It is the responsibility of the hirer to prove that no damage or lesser damage has occurred.
All cancellations must be notified by e-mail with acknowledgement of receipt.

Changes may be made to a booking confirmed to the hirer from the date of booking until at least sixty days before the start of the agreed rental period, provided that the renter has an alternative available and that the amount of the alternative booking corresponds to that of the original booking. A new reservation is only possible within the same calendar year and in the same resort. A change of resort is not possible in the case of a change of reservation.

Subsequent changes are not permitted. If the booked travel period is shortened, cancellation conditions apply to the cancelled nights. Each rental change will be invoiced according to the current price list. Once the contract has been concluded, the hirer is not entitled to make any changes to the start of the rental period.

If the renter is unable to provide the rental vehicle of the reserved vehicle group on the scheduled pick-up date, he reserves the right to:
a) provide a vehicle of equal or higher category. If the renter provides a vehicle of equal or higher category, the hirer does not have the right to cancel the rental contract.
b) If a vehicle of the same or higher category cannot be provided, the renter has the right to replace the hirer in a vehicle of a lower category. The renter will reimburse the hirer for the difference in price compared with the rental price already paid by the hirer in advance. If the renter provides a vehicle of a lower category, the hirer is not entitled to cancel the rental contract.
c) If the rental company is unable to provide a replacement vehicle, the rental company is entitled to offer a rental at another rental station. In this case, the daily rates applicable to the rental vehicle at the new rental station will apply. Any additional costs will be borne by the hirer.
d) If the renter is unable to provide a replacement vehicle and the hirer does not accept the rental offer from another rental station, the renter reserves the right to cancel the reservation free of charge. The rental company will reimburse the hirer for any payments already made.

This provision applies in particular in the event of late delivery or non-delivery of the rental vehicle, as well as in the event of destruction of the vehicle due to force majeure, weather conditions, explosion, fire, theft, burglary, modification of legal provisions or other regulations.

Terms of payment, security deposit

The agreed rental charge, calculated on the basis of the booking details, must be received at least 45 days before the start of the rental period.

The security deposit of £1500 must be received at the latest at the time of vehicle collection (by MasterCard, Visa). The credit card holder must be the driver or one of the drivers listed on the rental contract. Payment of the deposit by prepaid credit card or cash is not possible. The hirer must pay the deposit.

In the case of short-term bookings (less than 40 days before the start of the rental period), the full rental amount is due immediately.

The rental company will reimburse the security deposit upon settlement of the final rental account, provided the vehicle is returned as required. Any costs incurred in addition to the rental charges paid in advance by the hirer will be deducted from the security deposit when the vehicle is returned.

In the event of non-payment by the hirer, interest will be charged in accordance with current legal provisions.

Collection and return

Before taking the wheel, the hirer is required to take part in a detailed presentation of the vehicle by the rental company's experts at the collection center. On this occasion, a detailed delivery report (Pick Up) describing the

condition of the vehicle is drawn up and signed by both parties. The renter has the right to refuse to hand over the vehicle until this presentation has taken place. If handover is delayed through the fault of the hirer, the latter must bear all resulting costs.

On return of the vehicle, the hirer is obliged to carry out a final examination of the vehicle with the staff of the rental station, and a written return report (Drop Off) must be drawn up and signed by the renter and the hirer. Any damage not specified in the drop-off report that is detected when the vehicle is returned is at the hirer's expense.

Vehicles can be collected at the times indicated by the rental center. The pick-up and drop-off times specified in the rental contract are binding. Saturday pick-ups and drop-offs are possible, subject to prior agreement with the rental company and an additional flat-rate fee. Pick-up and return days are invoiced together as a single day, provided that a total of 24 hours is not exceeded or is exceeded only through the fault of the lessor.

Vehicles are delivered with a clean interior and must be returned by the hirer in the same condition as when received. If the interior is not in the same state of cleanliness as that in which it was received, the hirer must pay the cleaning costs.

Prohibited use, duty of care

The hirer is prohibited from using the vehicle as follows:
- to take part in motor sport events and vehicle testing,
- to transport easily flammable, toxic or otherwise dangerous substances,
- to commit customs offences or other criminal offences, even if they are punishable only under the law applicable in the place where the offence was committed,
- for hire to a third party or for commercial passenger transport, or for any other use beyond that contractually agreed, including driving on terrain not maintained for that purpose.

The vehicle must be treated with care and in an appropriate manner, and must be properly locked at all times. The regulations and technical rules applicable to its use must be complied with. Its operating condition, in particular oil and water levels and tire pressure, must be checked. The hirer undertakes to check regularly that the vehicle is in good working order.

All vehicles are non-smoking. This means that smoking is not permitted in any part of the vehicle. Pets may only be brought in with the express agreement of the rental company. Any cleaning costs incurred as a result of non-compliance with these regulations must be borne by the hirer. All costs that may be incurred by the detour or elimination of smoke contamination, including loss of earnings resulting from the temporary unavailability of the rental vehicle due to these circumstances, are also to be borne by the hirer.

If evidence of violation of the provisions of the above paragraphs can be provided, the renter may terminate the rental agreement without notice.

What to do in the event of an accident

After an accident, theft or damage caused by fire or collision with a wild animal, the police must be informed immediately, as must the rental station (for the telephone number shown on the rental contract), at the latest immediately after the working day following the day of the accident/incident. Third-party claims cannot be accepted as valid.

Even in the case of very slight damage, the hirer must draw up a detailed written report for the renter, including a sketch. If, for whatever reason, the hirer fails to draw up this report, and the insurance company refuses to pay for the damage, the hirer is obliged to pay full compensation for the damage.

The accident report must include the names and addresses of the persons involved and any witnesses, as well as the registration numbers of all vehicles involved, and must be handed in, completed and signed, to the rental company no later than the day of vehicle drop-off.

International travel

Overseas travel within Europe is permitted (except from Nottingham and Huddersfield). Travel to countries outside Europe is subject to prior approval by the rental company.
Travel to areas affected by war or crisis is not permitted.
From Nottingham and Huddersfield, travel outside the UK is not permitted.
For other rental stations, a supplement is charged for travel within Europe and Ireland to cover European/Irish roadside assistance.

Vehicle defects

Any claim for compensation by the hirer on the basis of defects for which the renter is not responsible is hereby excluded.
Any defects in the vehicle or its fittings/equipment discovered after the start of the rental period must be reported to the renter in writing by the hirer when returning the vehicle. Claims for damages based on defects notified subsequently are excluded, unless the claim is based on a defect that is not patented.

Repairs, replacement vehicle

Repairs that are necessary to keep the vehicle in good working and roadworthy condition during the rental period may be carried out by the hirer up to £150 without consultation. Repairs exceeding this amount may only be carried out with the agreement of the renter. The renter will pay the repair costs on presentation of original invoices and replaced

parts, as long as the hirer is not responsible for the damage in accordance with the section "Hirer's liability, insurance" below. This does not apply to tire damage.

If a defect for which the renter is responsible makes such repair necessary, and if the hirer does not rectify the defect on his own initiative, the hirer must immediately notify the renter of the defect and set a reasonable deadline for its repair. Any country-specific circumstances (e.g. infrastructure) which delay repair must be taken into account here to avoid disadvantaging the renter.

If the vehicle is seriously damaged through no fault of the hirer, or if it seems likely that its use will be prevented or withdrawn for an unreasonably long period, the renter will be entitled to provide the hirer with an equivalent replacement vehicle within a reasonable period of time. If the renter provides an equivalent replacement vehicle, cancellation by the hirer is excluded. If, in this case, the renter offers a vehicle of a lower price class and the hirer accepts it, the renter will reimburse the hirer the difference between this price and the price already paid in advance by the hirer. If no replacement vehicle can be provided, the renter may terminate the contract.

If the vehicle is destroyed through the fault of the hirer, or if it is foreseeable that its use will be prevented or rendered impossible for an unreasonably long period through the fault of the hirer, the renter may refuse to provide a replacement vehicle. In this case, the hirer is not entitled to cancel the contract. If the renter provides a replacement vehicle, he may charge the hirer for any transfer costs incurred.

Hirer's liability, insurance

In accordance with the principles of comprehensive motor insurance, the renter will indemnify the hirer against liability subject to an excess of £1500 payable by the hirer in the event of damage covered by full comprehensive motor insurance. The corresponding deductible cannot be excluded.

The exemption from liability described above does not apply if the hirer causes damage deliberately or through gross negligence.
If the hirer is responsible for damage, he/she is also liable in the following cases:
- if the damage was caused by impairment of driving ability due to drugs or alcohol
- if the hirer or a driver to whom the hirer has provided the vehicle leaves the scene of an accident without justification
- if the hirer fails to call the police about an accident, contrary to the obligation imposed, unless this failure to comply with the obligation affects neither the determination of the cause of the loss nor its amount
- if the hirer fails to comply with any other obligation imposed, unless such failure affects neither the determination of the cause of the loss/damage nor its amount
- if the loss/damage is due to the breach of an obligation imposed by the "Prohibited use, duty of care" section.
- if the loss/damage is caused by an unauthorised driver to whom the hirer has supplied the vehicle
- if the loss/damage is due to a failure to take into account the dimensions of the vehicle (height regulations of the English Highway Code, with road signs of the English Highway Code or of an equivalent country).
- if the loss/damage is due to non-compliance with vehicle loading rules
- if the loss/damage is due to the use of incorrect fuel (improper refuelling), if the water or oil is not topped up, and if the vehicle's warning indicators have been ignored. The same applies to damage to the interior of the vehicle and malfunctioning of, for example, the awning, water and fuel tanks.

To avoid increasing costs due to expenses incurred in establishing the amount of damage sustained, the renter will provide the hirer, on request, with standard invoices for the type of case concerned, in the event of damage caused by an accident.
The hirer’s personal property damaged or lost as a result of an accident or theft is not insured.
The hirer is responsible for all costs, charges, fines and penalties imposed on the renter in connection with the use of the vehicle, unless they are due to the renter's fault. The renter reserves the right to deduct fees, charges, fines and penalties from the hirer's credit card. Additional handling charges are subject to the price lists displayed at the rental stations.
More than one hirer will generally be jointly and severally liable.

Hirer's liability, expiry by limitation

The hirer assumes unlimited liability in cases of deliberate action and gross negligence. In the case of simple negligence, the hirer is liable for foreseeable damage typical of the type of contract concerned only if there is a breach of an obligation the observance of which is particularly important for the realisation of the object of the contract (cardinal obligation). This standard of liability also applies in the event of obstacles to performance at the time of conclusion of the contract.

The aforementioned limitations and exclusions of liability do not apply to claims under the German Product Liability Act or to claims based on injury to life, limb or health or on violation of liberty.

Claims that are not excluded under the above paragraphs, but whose scope has been limited, are barred by one year from the end of the year in which the claim arose, and the circumstances justifying the claim and the identity of the debtor are communicated to the creditor, or the creditor, without gross negligence, is deemed to have knowledge of such circumstances or identity. With the exception of claims for damages based on loss of life, personal injury, risk to health or loss of liberty and claims based on the Product Liability Act, claims for damages become time-barred - irrespective of whether the creditor was aware of the circumstances and identity or, without gross negligence, should have been aware of such circumstances and identity - within five years of the end of the year in which the claim arose.

The renter's general terms and conditions apply. These are provided at the rental depot at the time of pick-up.

Additional price lists are published at each rental station.

Storage and transmission of personal data
The hirer agrees to the storage of personal data by the rental company.

The rental company may pass on this data via the central warning system to third parties with a justified interest if the declarations made in connection with the rental are incorrect in essential respects, or if the rented vehicle is not returned within 24 hours of the expiry of the rental period (which may be extended), or if rental requests have to be made as part of a judicial reminder procedure, or if cheques presented by the hirer are not honoured. In addition, data may be passed on to all authorities responsible for prosecuting public order offences and criminal offences in the event of actual dishonest behaviour on the part of the tenant, or if sufficient evidence exists. This is the case, for example, in the event of incorrect rental information, presentation of false personal documents or declarations of loss, non-return of the vehicle, failure to notify a technical defect, traffic offences or other offences.

GPS tracking system
Vehicles can be fitted with GPS tracking systems.

Passengers
The rental company authorises the use of these vehicles up to the number of passengers indicated. All passengers must use the restraint systems provided at all times when the vehicle is in motion.

Change of vehicle
The renter reserves the right, at its sole discretion, to replace the vehicle with a comparable or superior vehicle. In this case, the renter will not be responsible for any increase in rental charges or other costs, with the exception of additional operating costs related to the substitute vehicle. This substitution does not entitle the hirer to a refund and does not constitute a breach of this contract.

Release and indemnity for the lessor
Subject to its obligation to deliver the vehicle or a suitable replacement vehicle, the hirer releases the renter, its employees and agents, from any liability to it (whoever may be at fault) for any loss or damage suffered by the hirer as a result of this contract, including but not limited to:
- any loss or damage caused by breakdown, mechanical defect, accident or the vehicle being unsuitable for the hirer's use
- any loss of or damage to any property left in or on the vehicle, in any service vehicle or on the renter's premises or retrieved or handled by the renter.

Subject to any insurance agreement entered into with the renter, the hirer hereby indemnifies the renter, its employees and agents against all claims, demands and expenses (including legal costs) incurred or suffered by them or any of them by reason of the hirer's use and/or possession of the vehicle.

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 authorise 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.

Updated 01/10/2023