

## Abacus Motorhomes Terms & Conditions as at 27/05/2021

### 1. Hire rates quoted include:

- a. VAT (At the applicable rate)
- b. Unlimited miles (where applicable)
- c. UK standard vehicle insurance\*
- d. UK Standard equipment & breakdown\*\*

\*Insurance loading. In some cases, Abacus will incur additional charges if the driver to be insured has a traffic conviction or is in an occupation which is deemed high risk. These charges will be passed onto the customer.

**PLEASE NOTE: IF YOU HAVE ANY SERIOUS CONVICTIONS WITHIN THE LAST 11 YEARS, 6 OR MORE PENALTY POINTS, OR ANY CONCERNS REGARDING POINTS ON YOUR LICENCE, PLEASE CONTACT US BEFORE HIRE**

\*\*Abacus 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 will be the responsibility of the client.

### 2. Definitions

- a. 'I', 'me' and 'my' refers jointly and severally to the person or persons who are the customers.' 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 Abacus literature, the provisions of these Terms and Conditions apply.
- b. 'Customer' means the person or persons nominated as the hirer on the Rental Agreement and any person whose credit card is presented in payment of the customer's charges.
- c. 'Living Equipment' includes but is not limited to TV/DVD player, CD player, crockery, cutlery and cooking utensils.'
- d. 'Rental Period' means the hire period referred to 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.
- e. 'Vehicle' means the vehicle as described 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 Abacus.

### 3. Eligibility & Licences

I acknowledge that:

- a. Drivers must be between 25 to 74 years of age, of good health and have held a full valid driving licence for more than 2 years.
- b. Production of a valid standard driver's licence is required from all drivers at the start of the hire.
- c. Drivers are personally liable for all legal penalties (e.g.: parking tickets) which are incurred during the period of hire.
- d. Details of additional drivers are required as above.
- e. There is a maximum of 3 drivers per rental.
- f. All Drivers must provide 2 separate forms of identification. A photo licence and utility bill. If licence has no photo, then a passport is required. All non-UK licence holders must supply passport on collection.
- g. All UK license's will be checked via DVLA for endorsements. A code will need to be generated form the DVLA site to allow us to check.

**PLEASE NOTE: IF YOU HAVE ANY SERIOUS CONVICTIONS WITHIN THE LAST 5 YEARS, 6 OR MORE PENALTY POINTS, OR ANY CONCERNS REGARDING POINTS ON YOUR LICENCE, PLEASE CONTACT US BEFORE HIRE**

### 4. Charges

I agree to pay the following charges:

#### 4.1. Booking Deposit

A reservation is only binding after it has been confirmed by Abacus and a booking deposit of 25% of the hire cost has been received. Once the reservation is confirmed, an invoice will be issued by email with the date for the remaining balance to be paid by.

#### 4.2. Remaining Balance

Settlement of the remaining balance will be due six weeks prior to departure and this will be taken from the deposit card held on file if you had booked direct with Abacus or via Sage pay using your login details online on the due date. For late bookings (less than six weeks before departure) the full rental price is payable on booking. Abacus reserves the right to cancel the booking if payment is not received six weeks prior to departure.

#### 4.3. Security Deposit

There is a refundable £750.00 Security Deposit payable by credit or debit card only. The amount will be debited from my account immediately on collection of the vehicle. This is fully refundable within 7-10 working days of the return of the vehicle to the agreed location, on the agreed date and time, in the same condition as it was let out to me. I irrevocably authorise Abacus to deduct from the Security Deposit any amounts due by me should the conditions set out herein not be met. Abacus reserves the right to increase the security deposit for specific events (e.g. sports fixtures, music festivals, etc.) to £1250.00.

#### 4.4. Cancellation charges

- a. More than 6 weeks before collection: booking deposit will be retained.
- b. 6 weeks - 2 weeks: 50% of total hire charge will be retained
- c. 2 weeks - No Show: 100% of total hire charge will be retained

#### 4.5. Rental and cleaning

- a. All rental charges.
- b. The nominated cleaning fee of £100.00 if the Vehicle is not returned with the interior in a clean condition.
- c. The nominated cleaning fee of £100.00 if the toilet is not emptied or cassette housing area is not cleaned prior to the return of the Vehicle.
- d. The nominated additional charge of £500.00 if there is any evidence of smoking in our motorhome.
- e. The cost to refill the fuel tank equivalent to local forecourt prices, plus a 20% administration charge for the inconvenience placed on Abacus to refuel the vehicle.
- f. The set cost of £40.00 for failure to refill the LPG gas.
- g. Failure to return the motorhome on time will incur a charge of £75.00 per hour charged at 30 mins increments.
- h. The Company reserves the right to vary the Hire Charges at any time without prior notice.

#### 4.6. Damage

- a. Any amounts due in respect to damage to the Vehicle or to property of a third party.
- b. The nightly rental rate for the period the Vehicle is off fleet for accident repairs (demurrage).
- c. Any damage to tyres, windows and windscreens and any theft of personal property are not covered by the Company's insurance, and any such damage shall be at the Customer's expense.
- d. The cost to recover a Vehicle which has become bogged.
- e. Any accident or any damage to the Vehicle must be reported to The Company immediately by telephone and in any event within 24 hours. The Customer must complete an accident form at the end of the Hire Period.

#### 4.7. Invalid Insurance

- a. Driving by non-named Drivers and any late returns of the Vehicle renders the insurance invalid and the Driver therefore commits an offence under the Road Traffic Act.
- b. Invalid insurance also means the Driver and Customer becomes personally liable for:

- i. any accident or damage to the Vehicle.
- ii. any injury or damage to any third party.

#### 4.8. Other Charges

- a. All other additional charges as they are incurred, including but not limited to, government fees and duties, parking and traffic infringement penalties, road toll fines, London congestion charges, and associated administration costs.
- b. Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by Abacus because of any breach by me of the terms of this Agreement.

#### 4.9. Travel Insurance

Travel insurance is the responsibility of the Customer and it is recommended that the Customer obtains such travel insurance to cover cancellation costs, personal luggage, money loss, personal accident, and medical expenses.

### 5. Payment

- a. Payment is by credit or debit card. Vehicles will not be released without full payment being completed.
- b. Abacus is irrevocably authorised to complete any documentation and to take any other action to recover from my credit card issuer all amounts due by me pursuant to this Agreement.
- c. I will not dispute my liability to Abacus for any amount due under this agreement and I shall indemnify and keep indemnified Abacus against any loss incurred (including legal costs) by reason of notifying my credit card issuer of such dispute.
- d. I acknowledge that all transactions under this agreement are conducted in Pounds Sterling. Where applicable and due to exchange rate fluctuations, there could be some variance between the amount initially debited against my debit/ credit card and the amount refunded after the expiration of the rental period. I release Abacus from any liability for such variation.
- e. All charges and expenses payable by me under this Agreement are due on demand by Abacus. If I do not pay all charges when due, I agree to pay a late charge of 1.5% per month on the outstanding balance and any collection costs incurred by Abacus, including reasonable legal fees.
- f. 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.
- g. Total charges as set out on the Rental Agreement are not final. I will pay any shortfall in charges to Abacus and I will receive a refund for any overcharge acknowledged by Abacus.

### 6. Collection and Return

Abacus Motorhome depot is located at 286 Weyhill Road, Andover, Hampshire, SP10 3LS. The normal office opening hours are Monday to Friday 08:30-17:30, Saturday 08:30-16:00 (1400 October-March) and Sunday is return only.

#### 6.1. Vehicle collections

I acknowledge and agree to:

- a. Collect my vehicle at the allocated time slot, between 1400-1630
- b. Set aside 30 mins for the hand-over to allow the staff to complete the documentation and demonstrate the vehicle to me.
- c. Having received the Vehicle in a clean condition, in sound working order, in accordance with the Departure Checklist and with a full fuel tank and the toilet empty I will return the vehicle in the same condition, otherwise a charge will be made.

#### 6.2. Vehicle returns

I acknowledge and agree to:

- a. Return the vehicle between 08:30-10:30
- b. Return the Vehicle on the date and time stated, on the rental agreement. Unless otherwise agreed this time is between 08:30-10:30. If I am late returning, I understand that Abacus must be advised immediately.

Returning means unloaded and ready to be checked in at the latest 10.30am Failure to advise Abacus may result in prosecution for driving whilst uninsured and late return fee as stated.

- c. Abacus will not refund to me any monies, nor have any obligation to provide a replacement vehicle, if the Vehicle is returned or I cease to have the use of the Vehicle prior to the return date for any reason e.g. accident, weather or theft.
- d. Abacus is not under any circumstances responsible for any consequential expenses to, curtailment of, or delay to the period of hire or any third party claims for damages in connection with or consequent upon any accident or breakdown.
- e. Abacus dissolves any responsibility for hotel or any other consequential expenses after a breakdown However, we will refund the loss of any complete days use of the motorhome providing you have documentation to support this claim.
- f. On return, Abacus will check the vehicle for damage. During busy periods, this can take up to 1 hour to complete. I understand that I have the option to leave before the vehicle has been fully checked in, but in doing so, will remain liable for the vehicle, until the check in is complete. If I choose to leave before the check in is complete, I will be required to sign a 'Fast Drop Agreement' acknowledging that the vehicle has not been thoroughly checked in and may be subject to charges once it has been completed.

## **7. Use of the Vehicle**

7.1. I acknowledge that:

- a. Abacus 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.
- b. Each person is to use the safety restraints provided always whilst the vehicle is in motion.
- c. I will not allow any animals to be carried in the Vehicle, unless otherwise agreed with Abacus. I will also not allow any pets on the soft furnishings as this will result in a further cleaning charge.
- d. I agree that during the rental period, I shall not make any alterations or additions to the Vehicle without the prior written consent of Abacus

7.2. I will not allow the Vehicle to be:

- a. Used for any illegal purpose, for any rally, race, or contest.
- b. Used to tow any vehicle or trailer.
- c. Used to carry passengers or property for hire or reward.
- d. 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 the agreement.
- e. Used to carry volatile liquids, gases (other than Gas Bottles already fitted) explosives or other corrosive or inflammable material.
- f. Otherwise used in breach of my obligations under this Agreement.
- g. Driven otherwise than in a cautious, prudent, and normal manner.
- h. Used in a manner which could cause damage.
- i. Driven in a prohibited area or in an area other than the areas indicated by me to Abacus.
- j. Driven on roads that are not sealed / bitumen roads.
- k. Driven by a person under the influence of alcohol or drugs or with a blood alcohol level more than that permitted by law.
- l. Left with the ignition key in the vehicle while it is unoccupied.
- m. Left unoccupied without closing the blinds/curtains for added security.
- n. Driven by persons:
  - i. Under the age of 25 years; or over 74.
  - ii. Who are not authorised by law or Abacus to drive the Vehicle.
- o. Damaged by:
  - i. Submersion in water.
  - ii. Contact with Salt Water.

## **8. Maintenance**

8.1. I shall take all reasonable steps to properly maintain the Vehicle including checking oil, coolant, and ad-blue levels where applicable

- 8.2. I acknowledge that Abacus will reimburse me for expenditure up to £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 TV/DVD equipment) if:
- I produce relevant receipts.
  - I have received the prior consent of Abacus.
  - The damage is not due to my fault or my breach of this Agreement.
- 8.3. Subject to the terms of this agreement, I will pay for the cost of repairing or replacing tyres damaged during the Rental Period PROVIDED THAT Abacus will reimburse me for expenditure reasonably incurred if;
- I produce relevant receipts.
  - The tyre is defective and is returned by me to Abacus for inspection.
  - The manufacturer accepts liability under his warranty.
- 8.4. I will be liable for any costs associated with the incorrect use of fuel. **ALL ABACUS MOTORHOMES RUN ON DIESEL.**

## 9. Responsibility if an accident occurs

- 9.1. In the event of an accident, loss or damage arising out of the use of the vehicle, I will:
- Notify Abacus within 24hrs 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.
  - Complete a European accident report form as supplied (when in Europe).
  - Not make any admission of liability to other parties, settlement offer or another like offer.
  - Assist Abacus in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.
- 9.2. I acknowledge that the excess or other amount due by me 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.
- 9.3. I will pay for any costs relating to the delivery of a change over vehicle because of an accident regardless of which party is at fault.

## 10. Insurance Cover

I am aware that;

- The Vehicle is insured for accidental damage to the Vehicle and the property of a third party.
- I will have to pay an excess for any damage. The insurance excess is £1450.00
- The excess may be reduced, in most circumstances, by taking out Damage Limitation Waiver (DLW)
- The DLW, if any, accepted by me, will be set out on the Rental Agreement.
- I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this Agreement.

**DLW reduces your insurance excess from £1450.00 to £550.00 (UK) or £1450.00 to £750.00 (abroad) The cost for this is a minimum charge of £87.50 (3-5 nights) then £17.50 per night after this up to a maximum of £367.50**

**NEITHER DLW NOR BASIC RENTAL INSURANCE WILL COVER ANY DAMAGE SUSTAINED OVER CAB HEIGHT (2M 6FT 6"). NEITHER WILL IT COVER DAMAGE TO AWNING, TYRES, BIKE RACKS AND WINDSCREENS AS THIS IS DEEMED AS NEGLIGENT.**

## 11. Negligence

I am aware that I am responsible for:

- Any damage above cab height.
- Any damage howsoever caused to the awning.
- Any damage to the Vehicle or third party property caused through a reversing manoeuvre.

- d. Any damage howsoever caused to the inside of the motorhome.
- e. The rectification of frozen pipe work.
- f. Any damage deemed as malicious i.e. Vehicle break in or vandalism.
- g. The replacement or repair of any windows.
- h. The theft of the Vehicle.

## **12. Change of Vehicle**

Abacus reserves the right, at its absolute discretion, to substitute a comparable or superior Vehicle for the Vehicle booked. In that event, I shall not be liable for any increased rental or other charges save for any addition running costs pertaining to the substitute vehicle. Such substitution shall not entitle me to any refund and does not constitute a breach of this Agreement.

## **13. Terminating the Agreement**

- 13.1. I acknowledge that Abacus may terminate this Agreement and repossess the Vehicle at any time, without notification to me, and that I will pay the reasonable costs of repossessing the Vehicle, including towing charges if;
- a. I am in breach of any term of this Agreement.
  - b. I have obtained the Vehicle through fraud or misrepresentation.
  - c. The Vehicle appears to be abandoned.
  - d. The Vehicle is not returned on the agreed return date or Abacus reasonably believes that the Vehicle will not be returned on the agreed return date.
  - e. Abacus considers on reasonable grounds, that the safety of passengers or the condition of the Vehicle is endangered.
- 13.2. I understand that in the event of such termination or repossession, I have no right to a refund of any part of the rental charges or the Security Deposit.

## **14. Release and Indemnity of Abacus**

- 14.1. Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, I release Abacus, its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this Agreement, including but not limited to:
- a. Any loss or damage caused by breakdown, mechanical defect, accident, or the Vehicle being unsuitable for my purpose.
  - b. Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any Abacus premises or recovered or handled by Abacus.
- 14.2. Subject to any insurance arrangements agreed with Abacus, I hereby indemnify and shall keep indemnified Abacus, 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.

## **15. Title to Vehicle**

I acknowledge that Abacus retains title to the Vehicle and that I possess the goods as a mere Bailee only. I do not have any right to pledge Abacus' credit in connection with the Vehicle and agree not to do so. I 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.

## **16. Changes**

Any changes to this agreement must be in writing and must be signed on behalf of Abacus and by me.

## **17. Proper Law**

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

## **18. 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. Abacus reserves the right to add or amend any rental charges without prior notice.

**19. My Warranties**

I warrant that all information supplied by me to Abacus in connection with this agreement is true.

I confirm that I have read, understood, and accept the above

<b>Signature:</b>	
<b>Print Name:</b>	
<b>Date:</b>	
<b>Contact Tel. No.:</b>	
<b>Reservation No.</b>	