

Great Escapes Motorhome Hire Ltd, trading as Great Escapes Motorhome Rental
Terms and Conditions

Definitions

'I', 'me', 'my' 'you' and 'your' refers jointly and severally to the person or persons who are Customers. 'This Agreement' means together 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 GEHM's advertising literature the provisions of these Terms and Conditions apply.

'**Booking Deposit**' means the £150 deposit payable (for each week booked) at the time of booking.

'**Customer**' means the person or persons nominated as the hirer under the heading 'Hirers Name/Contact' on the Rental Agreement and any person whose credit or debit card is presented in payment of the customer's charges, who is ultimately responsible for the Vehicle. Should the person whose credit/debit card is used for payment be different from the driver, then full name, address and contact phone numbers of both must be supplied.

'**Depot**' means 1 Lords Close, Trentham, Stoke on Trent, Staffs ST4 8FQ.

'**GEMH**' means Great Escapes Motorhome Hire Limited.

'**Handover Checklist**' means the itinerary and other checklists completed by the Customer and GEMH.

'**Living Equipment**' includes but is not limited to, TV, DVD player and aerial, microwave, oven, radio/CD player, crockery, cutlery, cooking utensils.

'**Overhead damage**' is deemed as any damage sustained to any part of the Vehicle, its equipment and/or any third party property which is damaged (over 6 feet (1.83 meters) in height measured from the ground upwards).

'**Rental Agreement**' means the agreement signed by the Customer detailing the Rental Period and the amount payable by the Customer for the hire of the Vehicle.

'**Rental Period**' means the hire period start and finish dates 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.

'**Security Deposit**' means the amount of £1,000, subject to clause 15, held as security by GEMH in relation to this hire.

'**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 GEMH.

1. **Depot Hours**

Summer: 2nd March to 31st October

- Monday to Friday: 09h00 - 17h00
- Saturday: 09h00 - 16h00
- Sundays and public holidays: closed, unless by prior arrangement.

Winter: 1st November - 1st March

- Monday to Friday: 09h00 - 16h00
- Saturday: 09h00 - 16h00
- Sundays and public holidays: closed, unless by prior arrangement.

Last collection time for all Vehicles is 1 hour before the Depot is closed.

2. **Cover**

2.1 Hire rates quoted on the Rental Agreement include:

- VAT;
- unlimited miles;
- UK standard vehicle insurance;
- UK standard equipment & breakdown.

2.2 Insurance loading: in some cases additional insurance charges will be applicable, such as if the driver to be insured has a traffic conviction, has had more than 1 insurance claim or is in an occupation which is deemed high risk. These charges will be passed onto the Customer.

2.3 GEMH will supply full breakdown cover in respect of any mechanical faults to the base chassis of the Vehicle. Any call out charges necessitated by the Customer through operator error, e.g. a flat battery, wrong or insufficient fuel, keys locked in Vehicle etc will be the responsibility of the Customer.

3. **Minimum Hire**

The minimum hire period ranges from 5 to 7 days depending on the time of year. GEMH reserves the right to increase the minimum hire period for certain events, such as festivals or sporting events.

4. **Payment**

4.1 Availability of Vehicles is on a request and confirm basis at the time of reservation. A reservation is only binding after it has been confirmed by GEMH and a deposit of £150.00 per week of hire has been received in cleared funds. GEMH's Terms and Conditions, including cancellation policy, apply from this point onwards.

- 4.2 Once the reservation is confirmed, a confirmation email will be sent out to the Customer.
- 4.3 Settlement of the remaining balance specified in the Rental Agreement will be due six weeks prior to departure.
- 4.4 GEMH reserves the right to cancel the booking if payment is not received in accordance with clause 4.3 above.
- 4.5 Payment is by credit card (Visa or MasterCard only), debit cards or bank transfers, in Pounds Sterling.
- 4.6 For late booking (under six weeks before departure) the full rental price is payable on booking.
- 4.7 The Vehicle will not be released to the Customer without full payment being received in cleared funds.

5. Cancellation charges

- 5.1 More than 6 weeks before the reservation date: booking Booking Deposit only
- 5.2 6 weeks - 2 weeks: 50% of total hire charge
- 5.3 2 weeks - no show: 100% of total hire charge

The Customer acknowledges that GEMH will not refund the Booking Deposit under clause 5.1. The Customer further acknowledges the cancellation charges for which it will be liable under clause 5.2 and 5.3.

For the avoidance of doubt, GEMH cannot postpone a booking or transfer money from one hire period to another. GEMH reserves the right to amend its cancellation policy.

6. Extras

- 6.1 Bedding single set (quilt/ pillow/ towel) £20.00 (per set, per rental)
- 6.2 Bedding double set (quilt/ 2 x pillows/ 2 x towels) £40.00 (per set, per rental)
- 6.3 Generator (4 stroke): £12.00 per day
- 6.4 Bike rack (holds up to 4 bikes): £5.00 per day
- 6.5 Satellite navigation system (for both UK & Western Europe) £4.00 per day
- 6.6 Additional driver: £5.00 per person per day: such drivers must hold a clean driving licence (max 2)
- 6.7 Points on licence (UK licences only) £1.00 per point per day. Convictions with the following codes may not be covered: AC, BA, CD, DD, DR, MS, TT, UT and IN. Please check with GEMH if you wish to insure a driver who has any of these endorsement codes on their licence, even if you think they have expired.

Minimum charge term for each extra is 5 days, maximum charge is 21 days, after which time no further daily charge is made.

7. European Travel

- 7.1 For those travelling within Europe there is an additional charge of £10.00 per day for European cover (including European roadside assistance). European cover is mandatory and you will be in breach of these Terms and Conditions should you take a Vehicle into Europe without taking out the additional European cover. Minimum charge for European cover is for 7 days, subject to clause 4, maximum charge is for

21 days.

7.2 The following countries are covered by the European travel insurance:

Austria	Belgium	Denmark
Finland	France	Germany
Greece	Hungary	Italy
Luxembou	Netherlands	Norway
Poland	Portugal	Spain
Sweden	Switzerland	

7.3 Travel outside of those countries listed at clause 7.2 above will be a breach of these Terms and Conditions and you will not be covered by any insurance. Please check your route carefully and ensure it does not go outside these countries.

8. Ireland Travel

For those travelling within Ireland there is an additional charge of £5.00 per day for your Ireland cover (including Irish roadside assistance). Ireland cover is mandatory and you will be in breach of these Terms and Conditions should you take a Vehicle into Ireland without taking out the additional Ireland cover. Minimum charge for Ireland cover is for 7 days, subject to clause 4, maximum charge is for 21 days.

9. Vehicle Collection & Return

9.1 **Collection:** please allow 1 hour for the hand-over at the Depot. This is to complete the documentation and demonstrate your Vehicle to you. All drivers need to be present on collection of the Vehicle and must bring their full valid licence, passport and credit or debit card for the Security Deposit. Please see clause 24 for further details.

9.2 **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 at the Depot. Vehicles must be returned undamaged, with a full tank of diesel and gas, empty waste water and toilet cassette and the interior must be clean and in the same condition as when it left the Depot. A charge will be made for any necessary 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 clause 14. Please note, there are no toilet emptying facilities at GEMH Depot so this must be emptied prior to return.

9.3 **Late Return:** if you will be late returning, you must advise GEMH 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.

10. Vehicle Systems

GEMH will carry out full pre checkout inspection (**PCI**) on every Vehicle before the commencement of hire. The PCI involves testing every system on board the Vehicle to ensure it is operating correctly. In conjunction with PCI the Customer will be taken on a tour of the Vehicle and shown how each system works. Should an onboard system fail during the Rental Period, GEMH will make every effort to remedy the fault whilst you are away. In some circumstances this may not be possible and GEMH

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 (see clause 2), GEMH will not and cannot be held responsible in the event of any damage or inconvenience caused by freezing conditions. Any such damage is the responsibility of the Customer.

11. Vehicle acceptance

11.1 The Customer acknowledges having received the Vehicle in a clean condition and in sound working order in accordance with the Vehicle Handover Checklist and with a full diesel tank, full LPG gas bottle and full water tank.

11.2 The Customer acknowledges that GEMH will not refund any monies if the Vehicle is returned or the Customer ceases to have use of the Vehicle or an item of Living Equipment on the Vehicle prior to the return date for any reason e.g. accident, weather, theft or damage.

12. Changes of vehicle

GEMH reserves the right, at its absolute discretion, to substitute a comparable or superior vehicle for the Vehicle ordered. In that event the Customer shall not be liable for any increased rental or other charges save for any additional running costs pertaining to the substituted vehicle. Such substitution shall not entitle the Customer to any refund and does not constitute a breach of this agreement.

13. Rental and other charges

The Customer will pay GEMH:

- a) all rental charges (including the Booking Deposit);
- b) the Security Deposit;
- c) an administration fee of £25.00 per amendment of a confirmed booking or penalty charge notice received;
- d) the valeting fee and or upholstery cleaning fee if the Vehicle is not returned with the interior in a clean condition;
- e) an additional fee of £75.00 if the toilet and waste water tank are not emptied prior to the return of the Vehicle;
- f) the cost of refilling the diesel and/or the LPG tanks should either tank not be returned completely full as follows:

Diesel charges:

- $\frac{3}{4}$ to full = £75.00
- $\frac{1}{2}$ to $\frac{3}{4}$ full = £90.00
- $\frac{1}{4}$ to $\frac{1}{2}$ full = £120.00
- empty to $\frac{1}{4}$ full = £140.00

LPG charges:

- £40.00 regardless of level;
- g) a late fee of £100.00 per hour should the Vehicle be returned after the agreed time as stated on the Rental Agreement;
 - h) a cancellation fee in the event of cancellation of this agreement prior to acceptance or delivery of the Vehicle;

- i) the cost of any damage to the Vehicle or third party property, subject to the insurance;
- j) all government fees and duties etc;
- k) all parking fines, other fines or penalties and associated administration costs incurred in relation to the Vehicle during the Rental Period;
- l) any other fees or charges payable by the Customer pursuant to this agreement. This includes any costs incurred by GEMH as a result of any breach by the Customer of the terms of this agreement;
- m) demurrage: the daily rental rate for the period the Vehicle is off fleet, for example for accident repairs;
- n) any additional costs over and above the Security Deposit value should damages exceed the Security Deposit value;
- o) the cost to recover a Vehicle.

In the case of gross negligence GEMH reserves the right to recover full costs in order to return the Vehicle to the state in which it was handed to the Customer at the start of the Rental Period.

14. Errors in rental charge

Total charges as set out in the Rental Agreement are not final. The Customer will pay any shortfall in charges to GEMH and will receive a refund for any overcharge acknowledged by GEMH.

15. Security Deposit

- 15.1 Subject to clauses 5.1, 15.4, 15.5, 26.4 and 30.2, there is a refundable £1,000.00 (one thousand pounds) Security Deposit payable by credit or debit card at the time of booking. The card should be in the lead driver's name and the amount will be debited from your account immediately. Pre-paid currency cards will not be accepted. GEMH reserves the right to increase the Security Deposit in certain circumstances or for specific events, e.g. World Cup events, festivals, Customers travelling with pets or for any other hire where the Vehicle is carrying 4 or more adults. If the Security Deposit is paid in cash the amount payable is £1,500.00. Cheque payments are not accepted against the Security Deposit.
- 15.2 On taking delivery of the Vehicle, the Customer agrees to pay the Security Deposit.
- 15.3 The Customer irrevocably authorises GEMH to deduct from the Security Deposit any amounts due by the Customer to GEMH arising out of this agreement.
- 15.4 The Security Deposit will be refunded within 7 days of the Vehicle being returned to the Depot as per the criteria set out in clause 9.2, provided there are no outstanding insurance claims. It will not be refunded on return of the Vehicle. If the Security Deposit was paid in cash, this will be refunded by bank transfer or cheque.
- 15.5 Should any damages exceed the Security Deposit the Customer will be responsible for settling all additional costs over and above the Security Deposit value within 7 days of the hire end date as specified in the Rental Agreement.

16. Use of the Vehicle

The Customer agrees that during the Rental Period, the Vehicle will not be:

- a) driven otherwise than in a cautious, prudent and normal manner;
- b) used in a manner which could cause damage;
- c) driven in a prohibited area or in an area other than the areas indicated to GEMH;
- d) driven by a person under the influence of alcohol or drugs;
- e) left with the ignition key in the Vehicle while it is unoccupied;
- f) left unoccupied without the steering wheel security lock applied and the TV/DVD covered;
- g) driven by persons
 - under the age of 25 years;
 - who are not authorised by law to drive the Vehicle. Particulars of proposed licenced drivers of the Vehicle are set out under the heading 'Hirer's name/contact' on the Rental Agreement;
- h) damaged by:
 - submersion in water;
 - contact with salt water;
- i) used for any illegal purpose for a race or rally or contest;
- j) used to tow any Vehicle or trailer;
- k) used to carry passengers or property for hire or reward;
- l) used to carry more persons than are permitted as detailed in the Vehicle manual or on the Vehicle;
- m) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material;
- n) otherwise used in breach of any obligations under this agreement

17. Road Restrictions

17.1 Vehicles may only be driven on sealed/ bitumen roads.

17.2 The Customer acknowledges that GEMH 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.

18. Alterations to the Vehicle

The Customer shall not make any alterations or additions to the Vehicle without the prior written consent of GEMH.

19. Title to vehicle

19.1 The Customer acknowledges that GEMH retains title to the Vehicle and its contents and that the Customer possesses the Vehicle and Living Equipment as a bailee only.

19.2 The Customer does not have any right to pledge GEMH credit in connection with the Vehicle and agrees not to do so. The Customer shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let or hire or otherwise part with or attempt to part with possession of the Vehicle.

20. Smoking

All GEMH's Vehicles are non-smoking. GEMH reserves the right to impose

additional valeting and/or upholstery cleaning fees and charge demurrage should smoke be detected in the Vehicle

21. Passengers

GEMH authorises a stated number of passengers in the use of Vehicles. Each person must use the safety restraints provided at all times whilst the Vehicle is in motion.

22. Pets

The Customer will not allow any animals to be carried in the Vehicle, unless otherwise agreed with GEMH and an additional Security Deposit has been paid. GEMH's dog policy must be adhered to.

23. Drivers

- a) age limits standard insurance: 25 to 70 years;
- b) maximum of 3 drivers per rental;
- c) all drivers must have held a valid licence for more than 3 years that entitles them to drive a UK category B vehicle up to 3500kg GMW;
- d) drivers must be able to demonstrate that they have driven on a regular basis (more than 3 times per week) for at least 3 years and feel confident to drive a vehicle of the dimensions of our longest Vehicle (7454 mm long 2340 mm wide and 3200 mm high, not including wing mirrors or bike racks);
- e) all Vehicles are manual and the driver must have a manual driving licence;
- f) all drivers must be present at checkout of the Vehicle. No exceptions can be made;
- g) production of a full, valid standard driver's licence is required;
- h) if the Customer has a photocard GB licence, GEMH requires the photocard and National Insurance number to check licence details on the DVLA's online system. GEMH is unable to insure the Customer if licence details have not been checked;
- i) if the Customer has a modern Northern Ireland licence GEMH requires both the photocard and paper counterparts;
- j) the Customer's licence address must be the Customer's current home address. In addition to the above, GEMH requires both a utility bill and bank statement (issued within the last three months before the booking) which has the Customer's name and current address listed;
- k) all drivers whose licences are issued outside of the EU are required to supply a valid international driving permit alongside the standard licence at the start of hire. This must be issued in the country where the standard licence was issued and confirm the Customer is able to drive a UK category B vehicle up to 3500kg MAM;
- l) should any driver fail to present all correct documentation and identification on collection of the Vehicle, or not meet the driver requirements stated in these Terms and Conditions, then GEMH will be unable to release the Vehicle and no refunds will be given;
- m) endorsements on licences: the Customer must declare at the time of booking if there are any endorsements on the Customer's licence. GEMH can accept up to 6 speeding points incurred within the last 3 years (charges apply). For

more than 6 points, for any conviction other than for speeding (including the following codes: AC, BA, CD, DD, DR, IN, LC, MS, UT, MR and TT) or for any driver disqualification within the last 5 years GEMH may not be able to provide cover;

- n) insurance claims: the Customer must declare at the time of booking if the Customer has made or had a vehicle insurance claim made against the Customer within the last 3 years. GEMH may not be able to provide cover should the Customer have had 2 or more claims within the last 3 years;
- o) driver occupations: the Customer must declare his occupation on collection of the Vehicle. GEMH may not be able to offer cover for the following occupations:
 - celebrities
 - sports personalities
 - musicians
 - entertainers
 - serving foreign armed services personal/embassy employees based in the UK
 - students under the age of 30;
- p) should the driver not disclose that they fulfil one of the above occupations, even in a part time capacity, this will be a breach of GEMH's Terms and Conditions and the Customer will be fully liable;
- q) drivers are personally liable for all legal penalties (e.g: parking tickets, congestion charges, speeding fines) which are incurred during the period of hire;
- r) GEMH is unable to insure any driver with no fixed abode.

24. Insurance (provided all the personal information supplied is correct)

24.1 The Vehicle is insured for damage to it 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 for any personal possessions.

24.2 The hire rate quoted includes a standard excess of £1,000.00 per accident or reported incident. In the event of any damage to either the Vehicle or third party property, the Customer will be liable for the first £1,000.00 per claim.

24.3 Only persons named on the Rental Agreement are insured to drive the Vehicle. Please note that no insurance cover is offered for overhead damage, any damage deemed as gross negligence, or any internal damages, therefore the Customer accepts full liability for any such damage, 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 is therefore an excess charge.

24.4 GEMH will be responsible should damage to personal possessions or bodily injury occur (including death) as a result of proven gross negligence on GEMH part i.e. our actions or failure to act. GEMH will not be responsible for any indirect loss e.g. loss of profits or opportunity. This is separate from the vehicle insurance provided.

25. Vehicle Damage - Insurance Cover

The Customer is aware that;

- a) 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;
- b) the Customer will have to pay an excess for any insurance claim regardless of which party is at fault for the accident. The insurance excess is £1,000.00 per claim, **not** per rental;
 - c) the excess may be reduced or removed in most circumstances when a road traffic accident (RTA) has taken place;
 - d) the Customer will not have any insurance cover and will be responsible for the total cost of any damage if any of the terms of this agreement are breached;
 - e) the Customer will be responsible for any damage caused through gross negligence.

26. Responsibility when accident occurs

26.1 In the event of any accident, loss or damage arising out of the use of the Vehicle, the Customer will:

- a) Immediately notify GEMH;
- b) obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station;
- c) if the accident occurs in Europe, then, in addition, complete a European accident report form;
- d) not make any admission of liability to other parties, settlement offer or other like offer;
- e) assist GEMH in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.

26.2 The Customer acknowledges that the excess or other amount due 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.

26.3 The Customer 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.

26.4 No Security Deposit or insurance excess will be refunded until a claim is settled.

27. Maintenance

27.1 The Customer shall take all reasonable steps to properly maintain the Vehicle, including checking oil and coolant levels, tyre pressures and batteries.

27.2 The Customer acknowledges that GEMH will reimburse a total expenditure of up to £40.00 reasonably incurred in rectifying any mechanical failure to the drivetrain and engine of the Vehicle (not including the water system, refrigerator, heating, audio and DVD equipment) provided that:

- a) relevant receipts are produced; and
- b) GEMH has given consent to such rectification; and
- c) the damage is not due to the Customer's negligence or is a breach of this agreement.

27.3 Subject to the terms of this agreement, the Customer will pay for the cost of repairing or replacing tyres damaged during the Rental Period. GEMH will reimburse the Customer for expenditure reasonably incurred if:

- a) the tyre is defective and is returned to GEMH for inspection; and

- b) relevant receipts have been produced to GEMH; and
 - c) the manufacturer accepts liability under its warranty.
- 27.4 The Customer will be liable for any costs associated with the incorrect use of fuel. **All GEMH Vehicles run on diesel.**

28. Credit and Debit Card Payment

28.1 Visa card and MasterCard credit cards only are accepted.

28.2 When payment is made by debit or credit card, the Customer agrees that:

- a) GEMH is irrevocably authorised to complete any documentation and to take any other action to recover from the Customer's credit or debit card issuer all amounts due by the Customer pursuant to this agreement, including but not limited to those outlined in clause 13;
- b) the Customer will not dispute liability to GEMH for any amount due under this agreement and will indemnify and keep indemnified GEMH against any loss incurred (including legal costs) by reason of notifying the credit or debit card issuer of such dispute;
- c) the Security Deposit will be cancelled within 7 days after the completion of the Rental Period, as per clause 15. The Customer agrees that GEMH is entitled to recover payment from the Customer's credit or debit card issuer pursuant to clause 28.2(a) and (b), in respect of any amounts due which were not known at the time of cancelling the Security Deposit.

28.3 The Customer acknowledges 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 debited against the Customer's credit or debit card and the amount refunded within 7 days after the expiration of the Rental Period. The Customer accepts all liability for such variation.

29. Payment of charges, Joint and Several Liability

All charges and expenses payable by the Customer under this agreement are due on demand by GEMH. If the Customer does not pay all charges on the due date, the Customer agrees to pay interest at 3% per month above the base rate of HSBC Bank plc on the outstanding balance and any additional costs incurred by GEMH, 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.

30. Terminating the agreement

30.1 The Customer acknowledges that GEMH may terminate this agreement and repossess the Vehicle at any time, without prior notification to the Customer, and the Customer will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

- a) there has been a breach of any term of this agreement;
- b) the Vehicle has been obtained through fraud or misrepresentation;
- c) any statement, representation or warranty made by the Customer in respect to himself or additional drivers is incorrect;
- d) the Vehicle appears to have been abandoned;

- e) the Vehicle is not returned on the agreed return date or GEMH reasonably believes that the Vehicle will not be returned on the agreed return date;
 - f) GEMH considers, on reasonable grounds, that the safety of passengers or the condition of the Vehicle is in danger.
- 30.2 The Customer understands that in the event of such termination or repossession, there is no right to a refund of any part of the rental charges or the Security Deposit

31. Release and indemnity of GEMH

Subject to its obligation to deliver the Vehicle, or an appropriate substitute vehicle, the Customer releases GEMH, its employees and agents from any liability (regardless of who is at fault) for any loss or damage incurred by the Customer, including but not limited to:

- a) any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for purpose;
- b) any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any GEMH premises or recovered or handled by GEMH.

32. Changes

Any changes to this agreement must be in writing and must be signed on behalf of GEMH and by the Customer.

33. Force Majeure

GEMH will make every effort to ensure that the reserved Vehicle is available for the Customer at the correct time. If, due to circumstances beyond our control, this is not possible and if an alternative or acceptable Vehicle is not available, GEMH's liability is limited to the refund of all monies paid by the Customer.

34. Customer Warranties

The Customer warrants that all information supplied to GEMH in connection with this agreement is true and not misleading.

35. Proper Law

This agreement shall be governed by the law of England. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

36. Data Protection Act

The information provided by the Customer to GEMH will be used to fulfil this agreement. GEMH will not pass this information onto any other organisation other than to GEMH's insurer.

37. Entire Agreement

This agreement (and the documents referred to in it) constitutes the entire agreement between the parties and there are no other oral undertakings, warranties or

agreements between the parties relating to the subject matter of this agreement.

GEMH reserves the right to add or amend the Vehicle specifications and rental charges without prior notice.

By signing the Rental Agreement the Customer agrees that the above Terms and Conditions have been read and are accepted and that they together with the Rental Agreement form a legally binding contract between the Customer and GEMH.