

GoAlternative

Rentals and Tours Agency

Terms & Conditions of a Motorhome Rental 1.- 4.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions unless the context otherwise requires the following words shall have the following meanings:

Booking : The Hirers reservation of the Motorhome for the Hire Period as detailed in the Booking Form;

Booking Form :the Company's Booking Form;

Motorhome : The Motorhome to be hired by the Hirer described in the Booking Form;

Company means : "GoAlternative.gr";

Contract means : The contract for the hire of the Motorhome between the Company and the hirer

Conditions: The conditions of hire set out in this document and any special conditions set out on the Booking Form;

Driver(s): The named driver(s) as set out in the Booking Form;

Hirer :The Hirer named in the Booking Form;

Hire Charge :The charges to be paid by the Hirer for hire of the Motorhome (including VAT) stated in the Booking Form;

Hire Period :The period of hire for the Motorhome set out in the Booking Form.

Force Majeure includes any cause preventing the Company from performing any or all of its obligations under the Contract which arises from or is attributable to acts, events, omissions or accidents beyond the Company's reasonable control including, without limitation act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of Motorhome, fire, flood or storm;

1.2 In these Conditions unless the context otherwise requires:

Headings shall not affect the interpretation of these Conditions.

Any reference to a statutory provision shall include references to that provision as from time to time modified or re-enacted

(Save to the extent that modifications or re-enactments made after the date of the Contract impose any new or extended liability or restriction on the Company or Hirer).

Any reference to a person includes any person, firm or company or other legal entity.

The singular includes the plural and vice versa and any gender includes any other gender.

2. BASIS OF HIRE

2.1 These Conditions shall govern the Contract and all other terms and conditions are excluded.

No variation to these Conditions shall be binding unless expressly agreed in writing by the parties.

2.2 The Company's employees or agents are not authorised to make any representations or recommendations or give any advice concerning the Motorhomes unless expressly confirmed by the Company in writing.

2.3 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures or Websites are issued or published for the sole purpose of giving an approximate idea of the motorhomes described in them. They will not form part of this Contract.

3. ELIGIBILITY

3.1 No one other than the Driver(s) named in the Booking Form may drive the Motorhome.

3.2 All Driver(s) must be over 21 and under 71 years of age, of good health and have held a full and **valid driving licence class B** for at least one year (or in the case of a student in further or higher education for at least 2 years).

3.3 Upon collection of the Motorhome the Driver(s) must produce all licences required and provide proof of identity with a passport (or other satisfactory photo ID) and utility bill (or other satisfactory proof of address). If the licence is a photo-card licence the Driver(s) must produce both the card and the counterpart licence.

3.4 All previous motoring offences up to nine years old (this will include drink driving offences) are to be disclosed to the Company upon booking. The Company reserves the right, at its sole discretion, to refuse permission to Drivers to drive the Motorhome, for whatever reason.

3.5 Travels to European Union Countries:

Such travel is permitted providing it is confirmed on the Booking Form and provided the Hirer has a European cover note for the Motorhome and evidence of such insurance and cover has been given to the Company.

Warning triangles, a spare bulbs kit, headlamp deflectors and fluorescent safety vests are mandatory and supplied by the Company free of charge.

3.6 Hirers from European Union Countries:

Upon collection of the Motorhome Driver(s) from European Union Countries must produce an appropriate driving licence recognised in their country of residence or an international licence.

Proof of identity as required under Clause 3.3 must also be provided.

4. BOOKINGS AND PAYMENT

4.0 **An one time service fee of 120 euro** includes the following benefits: Transfers in Athens Airport, toilet chemicals, 2x11 kg propane gas, a full fresh water tank, a full briefing, including a test drive ,basic Kitchen equipment, outside wash.

4.1 The Hire Charge for the Booking shall be as stated in the Booking Form.

The Hire Charge is inclusive of VAT, which shall be payable in addition at the current applicable rate.

4.2 The Company accepts payment by cash, credit or debit card. Limited and sent to the address set out in the Booking Form.

4.3 Payment by credit card is subject to an additional charge of up to 5%.

4.4 **A booking deposit of 500, 00 Euro is required** at the time of making the Booking (the "Booking Deposit"). **A 1.000,00 Euro refundable 'Security Bond'** will be collected from the hirer who will be refunded when the motorhome is returned in a clean, acceptable & undamaged condition.

This includes all internal fixtures & fittings.

Any costs exceeding 1.000,00 Euro will be subsequently picked up by our insurance company.

4.5 The Booking Deposit is not refundable.

4.6 A reservation is only binding after the Company has confirmed it and the Booking Deposit have been fully paid in full.

Confirmation of the Booking will be posted together with an invoice for the remaining balance of the Hirer Charge.

4.7 Telephone and online bookings will be held for 5 days.

Such bookings will be cancelled if the Booking Deposit is not fully paid within 5 days of such telephone or on-line booking.

4.8 **Full payment of the Hire Charge unless the Booking Deposit paid is due 4 weeks prior to the start of the Hire Period.**

4.9 For bookings, less than 4 weeks before the start of the Hire Period, the full Hire Charge is payable on booking.

4.10 The Security Bond is fully refundable within 5 working days after the Motorhome is returned

Any repairs, replacements, Surcharge's, or cleaning costs necessary and which are the responsibilities of the Hirer being charged against the Security Bond.

4.11 The Company reserves the right to vary the Hire Charge at any time.

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5. CANCELLATION OF BOOKING

5.1 Any cancellations must be made to the Company in writing. Cancellation will be charged as follows:

50 days or earlier before the start of the Hire Period.....10% of full Hire Charge

49 days to 15 before the start of the Hire Period.....50% of full Hire Charge

14 days before the start of the Hire Period.....80% of full Hire Charge

1 day before the start of the Hire Period.....95% of full Hire Charge

5.2 The Company recommend that the Hirer takes out its own cancellation insurance.

5.3 Upon receipt of written cancellation the Company will endeavour to re-hire the Motorhome.

5.4 The Company reserves the right to cancel the Booking before commencement of the Hire Period if the named Driver(s) licences are invalid or do not comply with the information stated on the Booking Form. In this case the Hirer will forfeit the Booking Deposit and Hire Charges already paid to the Company.

6. THE COMPANY'S OBLIGATIONS

6.1 The Company shall endeavour to make the Motorhome available to the Hirer for the Hire Period.

6.2 The Motorhome is insured (as set out in Clause 10) by the Company and is roadworthy and complies with the requirements of the Road Traffic Acts (and all regulations made under those Acts) relating to motorhomes. Details of the Company's insurance are available on request.

7. COLLECTION AND RETURN

7.1 The Hirer should allow 1 to 2 hours for the hand-over of the Motorhome, to complete the documentation and receive a demonstration of the Motorhome.

7.2 Upon return of the Motorhome the Company will check the Motorhome for damage, cleanliness, etc., including the condition of the tyres and windscreen (Which are not included in the Company's insurance cover and which is the Hirer's responsibility).

Failure to return the Motorhome in a clean condition will incur an internal valet Surcharge as a cleaning fee:

For the interior cleaning 40,00 Euro

For WC and wet-cell cleaning and disinfection 80,00 Euro

Complete interior cleaning 120,00 Euro

7.3 If the Hirer will be late returning the Motorhome, the Company must be advised immediately.

Failure to advise may result in prosecution for driving whilst uninsured.

8. THE HIRERS USE OF THE MOTORHOME

8.1 The Motorhome and its contents remain the property of the Company at all times.

8.2 The number of permitted passengers is shown in the Booking Form.

The Hirer agrees to provide the names of its passengers and nominated Driver(s) to the Company at the time of Booking.

8.3 The Hirer shall not require the Company or the Driver to use the Motorhome so as to break any provision of the Road Traffic Acts, the Road Traffic Regulation Act 1984, the Vehicle Excise and Registration Act 1994 and any regulations made under any of those Acts.

8.4 The Hirer is responsible for the security of the Motorhome.

The Hirer must ensure that if the Motorhome is left unattended at any time that it is securely locked and parked in a safe, well lit location.

The Hirer must take every precaution to prevent loss from or theft of the Motorhome.

The Hirer will be liable for any and all liability for failure to adhere to the above.

8.5 No animals, (declared on the booking form), are allowed in the Motorhome.

8.6 No smoking is allowed in the Motorhome

If proven animals were taken, we charge a fee of 500.00 Euro Any damage incurred by animals will be deducted from the Damage and Surcharge Deposit.

8.7 The Company allows unlimited kilometres per the week.

8.8 The Hirer:

- Will be responsible for the control of the Motorhome during the Hire Period;
- Is liable for any cost incurred while using the Motorhome during the Hire Period for speeding or parking fines, congestion charges or any other offences committed against the Road Traffic Act regulations or any other applicable regulations;
- Shall ensure that the Driver(s) shall at all times while driving the Motorhome drive in a cautious and prudent manner and will not use the Motorhome in a manner which is likely to cause damage to the Motorhome or to a third party;
- Shall not carry more passengers than the number set out in the Booking Form and will ensure that the Driver and all passengers required by law to do so shall, at all times when the Motorhome is being driven wear the seat belts provided;
- Will be liable for all overhead damage to the Motorhome resulting from any accident.
The maximum height of the Motorhome is clearly stated in the Motorhome documentation;
- Must ensure that the Driver(s) do not drink and drive;
- Must not tow any trailer or other motorhome behind the Motorhome;
- Must not allow the Motorhome to exceed the permitted Gross Vehicle Weight;
- Must not use the Motorhome to carry passengers or goods for hire or reward and shall not lend or hire the Motorhome to a third party;
- Must not use the Motorhome for, or in conjunction with any race, competition or trial;
- Must not create a lien on the Motorhome for any reason

9. FUEL, OIL AND GAS

9.1 At the commencement of the Hire Period the Motorhome is supplied with a full tank of fuel.

The Hirer shall return the Motorhome at the end of the Hire Period with a full tank of fuel.

9.2 The Company will charge a Surcharge of 2,00 Euro per litre of fuel for any fuel shortage.

9.3 The Hirer will be liable if incorrect fuel type is used by the Hirer in the Motorhome.

9.4 The Hirer is responsible during the Hire Period for the regular checking of oil and water levels of the Motorhome.

9.5 Two gas bottles are provided with the Motorhomes at the time of hire and included in the price of an "One time service Fee".

At least one of these will be full.

The cost of any refills thereafter will be the responsibility of the Hirer,

who shall also ensure two bottles of the same type and size are returned with the Motorhome at the end of the Hire Period.

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10. INSURANCE

10.1 The vehicle is insured as follows, according to the general terms and conditions for vehicle insurance:

Third party insurance with unlimited cover,

Fully comprehensive insurance with excess of 1,000.00 Euro per claim

Partially comprehensive with 500.00 Euro per claim

All other claims are entirely at the expense of the hirer

The Motorhome is comprehensively insured during the Hire Period (in accordance with the company's policies) for the Driver(s) as detailed on the Booking Form.

Up to two additional drivers can be added at an additional charge providing they are declared on the Booking Form; prices available on request.

10.2 Insurance cover is provided for the duration of the Hire Period and covers the Motorhome, Motorhome equipment, the Driver(s) and permitted passengers only.

The Hirer's personal property is not covered under such insurance and the Hirer is advised to take out additional personal holiday insurance including cover for the Hirer's personal property.

10.3 Driving by non-named drivers and any late returns of the Motorhome renders the insurance invalid and the Driver therefore commits an offence under the Road Traffic Act, and will be solely responsible for any damage or personal injuries incurred.

10.4 Invalid insurance also means the driver and main Hirer becomes personally liable for:

Any accident or damage to the Motorhome.

Any injury or damage to any third party.

10.5 Every accident or any damage to the Motorhome must be reported to the Company immediately by telephone and in any event within 24 hours.

The Hirer must complete an accident form at the end of the Hire Period.

10.6 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 Hirer's expense.

10.7 In the event of an insurance claim the Damage and Surcharge Deposit (Clause 4.4) shall be applied against each incident, which warrants an insurance claim.

10.8 Even though it may be covered by the Company's insurance the Hirer shall be liable to pay the cost of repair of any damage, which the Motorhome may suffer as the result of the wilful or negligent action of the Hirer.

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

11. BREAKDOWN AND ACCIDENTS

11.1 In the event of a breakdown or accident the Emergency Services or such other recovery and repair service is provided for the Motorhome in accordance with the company's policies.

11.2 Subject to Clause 11.3, in the event of breakdown or accident to the Motorhome during the Hire Period the Hirer is authorised to spend up to 150,00 Euro on any necessary repairs and/or replacement parts. The Company will reimburse the Hirer against a valid VAT receipt.

11.3 The Company will be entitled to charge the Hirer in circumstances where any request for a recovery and repair service is as a result of the Hirer's negligence, including but not limited to running out of fuel, wrong fuel, locking keys inside the Motorhome or losing the Motorhomes keys.

11.4 Any repair above 150,00 Euro will have to be authorised by the Company prior to any repair being carried out.

11.5 Any breakdown, malfunction or damage caused by the Hirer's negligence must be repaired/made good by the Hirer at the Hirer's expense.

12. WARRANTIES AND LIABILITY

12.1 Unless specified by the Company the Motorhome is provided on the basis that the Motorhome and its contents are free from defects or damage.

Before commencement of the Hire Period the Hirer is advised to check the Motorhome thoroughly before leaving the premises of the Company and report any defect or damage to the Company.

12.2 The Hirer agrees to indemnify the Company against any losses or damages incurred by the Company or claims made against the Company which relate to or arise out of the Booking, including payment of the Company's reasonable and proper costs and expenses (including legal expenses) associated with such a claim.

12.3 If due to circumstances beyond the Company's control the Motorhome is not available the Company reserves the right to offer a suitable alternative Motorhome. If this is not acceptable or an alternative suitable Motorhome is not available the liability of the Company will be limited to a refund of the Hire Charges and the Damage Deposit, and the Hirer shall have no further claims against the Company.

12.4 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the sum recoverable under the Company's then current insurances or the Hire Charges paid by the Hirer whichever is the greater.

12.5 The Company shall not be liable to the Hirer for any expenses or costs incurred in hiring an alternative or replacement Motorhome, travel or accommodation costs, late arrival, missed ferries, accommodation, travel expenses or any other loss or claims including third party claims arising from the breakdown of the Motorhome or accident caused by the Hirer or Driver.

12.6 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, or for fraudulent misrepresentation.

13. FORCE MAJEURE

13.1 The Company shall not be liable for any failure to perform or delay in performance of its obligations under the Contract due to any event of Force Majeure. If any event of Force Majeure delays or prevents the Company's performance of its obligations the Company shall notify the Hirer as soon as reasonably possible and use reasonable endeavours to make acceptable equivalent substitute arrangements for the Hire Period.

14. ASSIGNMENT

14.1 The Hirer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

14.2 The Company may assign the Contract or any part of it to any person, firm or company.

15. GENERAL

15.1 All notices under the Contract shall be:

15.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999 the parties do not intend any person other than a party to the Contract to be able to enforce any term of the Contract (save where may be expressly stated otherwise in the Contract).

15.3 No failure or delay by the Company in exercising any of the Company's rights under the Contract shall be deemed to be a waiver of that right, and no waiver by the Company of any breach of the Contract by you shall be a waiver of any subsequent breach of the same or any other provision.

15.4 If any provision of the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect.

15.5 The terms and conditions of the Contract (including the Booking Form) constitute the entire agreement between the parties.

All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

15.6 The Contract shall be governed by Austrian law, and the parties agree to submit to the exclusive jurisdiction of the Austrian courts.