

ESCAPADE MOTORHOME HIRE

TERMS AND CONDITIONS

EMH means Escapade Automotive and Motorhome Hire Limited.

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

'I', 'me', 'my', 'you', 'yours', 'yourself' and 'hirer' refers jointly and severally to the person or persons who are the customers.

'This Agreement' means the Rental Contract, the Insurance Motor Rental Agreement and these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and any other EMH literature, the provisions of these Terms and Conditions apply

'Booking' the confirmed reservation of a motorhome hire and includes the payment of the booking deposit and/or full balance for the rental.

'Booking Deposit' means the monetary amount required to confirm the motorhome booking.

'Rental Period' Means the hire period 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.

'Vehicle' Means the vehicle as stated on the Rental Contract and includes tyres, tools, accessories, internal 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 EMH.

'Internal equipment' Includes but is not limited to, TV, DVD player and Aerial, Oven, Radio/USB stereo, Crockery, Cutlery, Cooking utensils.

'Security Deposit' means the amount held as security by EMH in relation to this hire.

Collection time for all vehicles unless otherwise stated or agreed is 3pm; it typically takes 1 hour to hand over the vehicle.

1. Hire rates quoted include: - VAT (20%) - Unlimited miles - UK standard vehicle insurance - UK Standard equipment & breakdown. All prices quoted in the Agreement are gross prices.

2. Minimum Hire

This ranges from 3 to 7 nights depending on the season. EMH reserves the right to increase the minimum hire period for certain events.

3. Payment terms

A booking is only binding after it has been confirmed by EMH and a booking deposit payment of £200 per week being booked has been received. Our terms and conditions including cancellation policy apply from this point onwards. Once the booking is confirmed, a confirmation email will be sent out to the customer.

Settlement of the remaining balance will be due six weeks prior to departure. EMH reserves the right to cancel the booking if payment is not received six weeks prior to departure. Payment is accepted by credit card, debit card or bank transfer.

For late bookings (less than six weeks before departure) the full rental price is payable on booking. Vehicles will not be released without full payment being completed. EMH reserves the right to increase the booking deposit for certain events or promotions.

4. Cancellation charges

More than 6 weeks before: Booking Deposit

6 weeks - 2 weeks: 50% of total hire charge

2 weeks - No Show: 100% of total hire charge

A No Show is deemed as the customer not presenting themselves on the first day of the rental period to collect their motorhome and not communicating to EMH prior to this date that will be collecting the vehicles on an alternative date/time within the booked rental period. Should the hire be deemed a No Show, the booking will be automatically cancelled at close of business that day, the vehicle will be released for re-hire and no refunds what so ever will be due.

EMH cannot postpone or transfer money from one hire to another. EMH reserves the right to amend our cancellation policy for certain events.

5. Extras

Bedding set (quilt/pillow/towel/covers/flat sheet) £30.00 (per set, per rental)

6. European Travel

For those travelling within Europe there is an additional charge of £175.00 per hire for your European cover pack (including European roadside assistance). European cover is mandatory and you will be in breach of these terms and conditions should you take a motorhome into Europe without taking out the additional European cover Insurance. Minimum charge term for European cover is 7 days.

The following Countries are covered by the European Travel Insurance:

Andorra, Austria, Belgium, Croatia, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland (Southern), Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Switzerland (including Liechtenstein), Sweden.

Travel outside of these Countries listed above will be in breach of these terms and conditions and you will not be covered by any Insurance. Please check your route carefully and ensure you do not go outside these Countries.

7. Ireland Travel (Southern)

For those travelling within Ireland (southern) there is an additional charge of £100.00 per hire for your Ireland cover pack (including Irish roadside assistance). Ireland cover is mandatory and you will be in breach of these terms and conditions should you take a motorhome into Ireland without taking out the additional Ireland cover insurance. Minimum charge term for Ireland cover is 7 days.

8. Car Parking facilities

EMH does allow customers to leave their vehicles onsite for the duration of their motorhome hire as long as they do so at their own risk; EMH cannot and will not be held liable for any damage caused to their vehicle whilst on site.

9. Motorhome Collection & Return

Collection: Please allow 1 hour for the hand-over at the depot - to complete the documentation and demonstrate the vehicle to you. All drivers need to be present on collection of the motorhome and bring their full valid Driving Licence, and Passport if traveling to Europe, and credit or debit card for security deposit. Please see section 22, Drivers for further details.

Note, EMH will make every effort to have your motorhome ready for the collection time you have selected however EMH cannot guarantee that your vehicle will be ready for this time. Should this be the case No refunds will be due to you, there will be No extension of your hire, and the motorhome will still be required to be returned in accordance with the details set out below. You must arrive at least 1 hour prior to depot closing.

Return: The vehicle must be returned on the correct date and before the time stated on the rental Contract. Hirer will be liable for the full security deposit amount should they abandon the vehicle without agreement from EMH - please allow 1 hour for the hand-over at the depot. Vehicles must be returned undamaged, with a full tank of Diesel, empty waste water and toilet cassette and the interior clean and in the same condition as they left the depot, otherwise a charge will be made for 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 section 12, Rental and other charges for further details. Please note: there are no toilet emptying facilities at EMH's depot so this must be emptied prior to return.

Lost property: It is the hirer's responsibility to make sure that upon return of the motorhome all your personal possessions & rubbish are removed from the vehicle. The vehicle may be going back out again on hire that same day, EMH cannot be held responsible should an item be left on board. EMH will do our utmost to contact the hirer if items are handed in, these items will only be stored for 2 weeks before disposal/charity.

Late return: If you will be late returning, EMH must be advised 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. Motorhome Systems

EMH will carry out a full interior and exterior Inspection on every motorhome before the commencement of hire. The inspection involves testing every system on board the motorhome to ensure they are operating correctly. In conjunction with this the hirer will be taken on a tour of the motorhome and shown how each system works. Should an on-board system fail during your hire, EMH will make every effort to remedy the fault whilst you are away but in some circumstances this may not be possible and EMH 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, EMH cannot and will not be held responsible in the event of any damage or inconveniences caused by freezing conditions. This is the responsibility of the hirer.

You acknowledge that EMH will not refund to you any monies if the Vehicle is returned or you cease to have use of the Vehicle or an item of equipment on the vehicle prior to the return date for any reason e.g. Accident, weather, theft or damage

11. Change of Vehicle

EMH reserves the right, at its absolute discretion, to substitute a comparable or superior Vehicle for the Vehicle booked. In that event, you shall not be liable for any increased rental pertaining to the substitute vehicle. Such substitution shall not entitle you to any refund and does not constitute a breach of this Agreement.

Should the customer elect to change the motorhome that they have booked, subject to availability EMH will try to accommodate the request where possible. Should there be an increase in the daily rental cost the customer will be liable for the increased premium in line with section 3, payment terms. Should the daily rental cost be lower, the original booked price will stand and No refund will be given. Should EMH not be able to accommodate the request and the customer decides to cancel the booking, EMH cancellation terms shall apply, see section 4, cancellation charges for more details.

12. Rental and Other Charges

You will pay EMH: All rental charges, the security deposit, Administration fee of £25.00 per amendment of a confirmed booking or per penalty charge notice received.

The nominated valeting fee and /or upholstery cleaning fee if the Vehicle is not returned with the interior in a clean condition.

The nominated additional fee of £50.00 if the toilet cassette is not emptied prior to the return of the Vehicle.

The cost of refilling of fuel should the vehicle tank not be returned full.

Diesel charges: Fuel will be charged according to the amount required to refill plus an additional charge of £50.00

The Late fee of £100.00 per hour should the vehicle be returned after the agreed time as stated on the rental agreement

The nominated cancellation fee in the event of cancellation of this agreement prior to acceptance or delivery of the vehicle

The nominated fee of £100.00 should the office be opened for you to collect or return the vehicle on a Sundays or public holidays. By prior arrangement only.

The cost of any damage to the Vehicle or third party property, subject to the Insurance.

The insurance excess should there be damage involving third party property or the theft of the Vehicle. This Applies on a per claim and not per hire basis

All government fees and duties etc

All parking fines, other fines or penalties and associated administration costs incurred in relation to the Vehicle during the Rental Period

Any other fees or charges payable by you pursuant to this Agreement. This includes any costs incurred by EMH as a result of any breach by you of the terms of this Agreement

Demurrage; the nightly rental rate for the period the Vehicle is off fleet; for example for Accident repairs

Any additional costs over and above the security deposit value should damages exceed the security deposit value

The cost to recover a Vehicle

In the case of Gross Negligence EMH reserves the right to recover full costs in order to return the motorhome to the state in which it was handed over

13. Errors in Rental Charges

Total charges as set out therein are not final. You agree to pay any shortfall in charges to EMH and you will receive a refund for any overcharge acknowledged by EMH.

14. Security Deposit

There is a refundable GB£1000.00 Security Deposit payable by credit / debit card or bank transfer. The card should be in the lead drivers name and the amount will be debited from your account immediately. Pre-paid currency cards cannot be accepted. EMH 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, for any other hire where the Motorhome is carrying 4 or more adults to £1500.00. Cheque payments are not accepted against the Security Deposit.

On taking delivery of the Vehicle, you agree to pay the Security Deposit

You irrevocably authorise EMH to deduct from the Security Deposit any amounts due by you to EMH arising out of this Agreement

The security deposit will be refunded within 7 working days of the vehicle being returned to the depot as per the criteria set out in section 9, Motorhome collection and return and there are No outstanding Insurance claims. It will not be refunded on return of the motorhome. If it was paid for in cash, this will be refunded by bank transfer.

Should any damages or costs exceed the Security Deposit the customer will be responsible to settle all additional costs over and above the security deposit value within 14 days of being notified of the cost.

Note: The hirer should be aware that the Security Deposit will be used to fund any loss or damage what so ever to equipment, fixtures and fittings, windows, valeting or upholstery fees, refuelling costs or negligent damage to the vehicle. Should these damages exceed the security deposit held, the customer will be liable for the total cost and the difference will need to be settled within 14 days of returning the motorhome.

15. Use of the Vehicle, You agree that during the rental period, you will not and will not allow the Vehicle to be:

Driven otherwise than in a cautious, prudent and normal manner, Used in a manner which could cause damage, Driven in a prohibited area or in an area other than the areas indicated by you to EMH, Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law, Left open whilst the vehicle is unoccupied, left with the ignition key in the vehicle while it is unoccupied, Driven by persons under the age of 23 years or Over the age of 75 Who is not authorised by law to drive the Vehicle. Particulars of a proposed licensed driver of the Vehicle are set out under the heading 'Hirer's name/ contact' on the Rental Contract.

Damaged by:

Submersion in water, Contact with Salt Water, Use for any illegal purpose for any race, rally or contest, Used to tow any vehicle or trailer, Used to carry passengers or property for hire or reward, 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 this agreement, Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material, Otherwise used in breach of any obligations under this Agreement.

16. Road Restrictions

All Vehicles may only be driven on sealed / bitumen roads

You acknowledge that EMH 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

17. Alterations to the Vehicle

You shall not make any alterations or additions to the Vehicle without the prior written consent of EMH

18. Title to Vehicle

You acknowledge that EMH retains title to the Vehicle and its contents and that you possess the goods as a mere Bailee only. You do not have any right to pledge EMH's credit in connection with the Vehicle and agree not to do so. You 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.

19. Smoking

All EMH motorhomes are non-smoking vehicles. EMH reserves the right to impose additional Valeting and or Upholstery cleaning fees and charge demurrage should evidence of smoking be detected in the motorhome.

20. Passengers

EMH authorises the use of these vehicles up to the stated number of passengers. Each person is to use the safety restraints provided at all times whilst the vehicle is in motion. Carrying more than the specified number of passengers is against the law and in breach of this agreement. Child seats must be fitted where necessary and it is the responsibility of the hirer to fit them themselves.

21. Pets

EMH authorises pet(s) to be taken on board if: prior consent has been obtained from EMH, they are not left in the vehicle unattended, they are not allowed on any of the soft furnishings or upholstery (this includes the beds, seats/sofas)

The vehicle is returned in a clean and tidy condition as if a pet was never present. Should this not be the case, or any pet hairs are found, cleaning charges and upholstery cleaning charges will apply. Minimum charge is £100.00.

You agree to cover the cost of all damage caused by a pet, even if it exceeds the security deposit.

22. Drivers

Age limits: Standard insurance: 23 to 75 years. Maximum of 3 drivers per rental.

All drivers must have held a valid licence for more than 2 years than entitles them to drive a UK category B vehicle up to 3500kg GVW

All drivers must be present at checkout of the Motorhome. No exceptions can be made

Two additional forms of ID shall be obtained for every driver along with driving licence, Additional forms of ID need to be dated within the last 3 months(i.e. utility bill, bank statement or council tax bill are acceptable).A Passport is also required for European travel.

Copies will be taken of all identification and will be retained for a minimum of 2 years for the purpose of, but not limited to the defence of any legal claim(s).

If you have a photo card GB licence we require the photo card and your NI (National Insurance) number to check your licence details on the DVLA's online system. We are unable to insure you if we have not DVLA checked your licence details.

If you have a modern Northern Ireland licence, we require both the photo card and paper counterpart

Your licence address must be your current home address, and additional forms of ID need to match.

All drivers who licences are issued outside of the EU or Commonwealth are required to supply a valid International driving permit alongside your standard licence at the start of hire. This must be issued in the Country your standard licence was issued and confirm you are able to drive a UK category B vehicle up to 3500kg GVW. Should any driver fail to present all correct documentation and identification on collection of the motorhome or do not meet the driver requirements stated in the terms and conditions, then EMH will be unable to release the motorhome and no refunds will be given.

Endorsements on licences: you must declare at the time of booking if there are any endorsements on your licence. Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving licence endorsed or suspended or more than 6 penalty points imposed EMH may not be able to obtain cover for. "Spent" convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded.

Driver occupations: you must declare your occupation on collection of the vehicle. EMH may not be able to offer cover for the following occupations: Persons engaged wholly or partly in professional entertainment or professional sports persons. Jockeys and persons connected with racing, gaming industry or press of any sort. Foreign Service Personnel other than persons holding a full UK/EU licence for two years or more.

Claims history: Cover may not be obtainable for Persons who, whilst driving, have been involved in more than one fault accident during the past 3 years or Persons who have had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any Motor insurer

No refund will be given if the hire is cancelled because we are unable to insure you to drive.

Drivers are personally liable for all legal penalties (e.g.: parking ticket, emission zone charges, congestion charges, speeding fines) which are incurred during the period of hire.

EMH is unable to insure any driver with no fixed abode

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

The Vehicle is insured for theft and damage to the Vehicle 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 any personal possessions. The hire rate quoted includes a standard excess of £1000.00 per accident, reported incident or Vehicle theft. In the event of any damage to either the vehicle or third party property, the hirer will be liable for the first £1000.00 per claim. In the

event of the theft of the Vehicle please note: if the keys are not returned to EMH, the insurer will not accept the claim and liability for the full cost of the vehicle will remain with the hirer.

Only persons named on the Rental Agreement are insured to drive the vehicle. Please note that no insurance cover is offered for any internal damages therefore the hirer accepts full liability for these which is in addition to the standard vehicle excess should that apply.

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

24. Vehicle Damage - Insurance Cover

You are aware that:

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

You will have to pay an excess for any Insurance claim regardless of which party is at fault for the accident. The insurance excess is £1000.00 per claim, not per rental

You will not have any insurance cover and you will be responsible for the total cost of any damage if you breach any of the terms of this Agreement

You will be responsible for any damage caused through gross negligence and will not be covered by the insurance.

25. Responsibility when accident occurs

In the event of any accident, loss or damage arising out of the use of the vehicle, you will

Notify EMH 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 an accident claim form as supplied

If the accident occurs in Europe then in addition you must complete the European accident report form as supplied

Not make any admission of liability to other parties, settlement offer or other like offer

Assist EMH in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence

You acknowledge that the excess or other amount due by you 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

You 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

No security deposit or insurance excess will be refunded until any claim is settled

26. Maintenance

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

You are aware that the vehicle will be supplied with a full tank of diesel and that it is your responsibility to replenish this throughout the hire and return the vehicle tank full otherwise charges will apply. EMH will not be held responsible should you run out during your hire.

In the event of a mechanical failure you shall not agree to any repairs to the vehicle without the consent of EMH

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

The tyre is defective and is returned by you to EMH for inspection; and you produce relevant receipts; and the manufacturer accepts liability under his warranty

You will be liable for any costs associated with allowing the engine oil or coolant to run empty and cause damage to the vehicle's engine

You will be liable for any costs associated with the incorrect use of fuel. All EMH motorhomes run on DIESEL

27. Credit and Debit Card Payment

Visa card and MasterCard credit cards only. All debit cards accepted. Pre-paid currency cards are accepted for payments but not for the security deposit.

When payment is paid by credit, debit or pre-paid currency card, you agree that:

EMH is irrevocably authorised to complete any documentation and to take any other action to recover from my credit or debit card issuer all amounts due by you pursuant to this Agreement, including but not limited to those outlined in section 12, Rental and other charges

You will not dispute your liability to EMH for any amount due under this agreement and you shall indemnify and keep EMH indemnified against any loss incurred (including legal costs) by reason of notifying my credit or debit card issuer of such dispute

You agree that EMH is entitled to recover payment from my credit or debit card in respect of any amounts due which were not known at the time of cancelling the open security payment.

You acknowledge 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 my credit or debit card and the amount refunded within 7 days after the expiration of the rental period. You release EMH from any liability for such variation

28. Payment of Charges, Joint and Several Liability

All charges and expenses payable by you under this Agreement are due on demand by EMH. If you do not pay all charges on time, you agree to pay interest at 1.5% per month above the base rate as published by HSBC on the outstanding balance and any additional costs incurred by EMH, 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.

29. Terminating the Agreement

You acknowledge that EMH may terminate this Agreement and repossess the Vehicle at any time, without notification to me, and that you will pay the reasonable costs of repossessing the Vehicle, including towing charges if: You are in breach of any term of this Agreement, You have obtained the Vehicle through fraud or misrepresentation,

Any statement, representation or warranty made by you in respect to yourself or additional drivers is incorrect, The Vehicle appears to be abandoned, The Vehicle is not returned on the agreed return date or EMH reasonably believes that the Vehicle will not be returned on the agreed return date.

EMH considers on reasonable grounds that the safety of passengers or the condition of the Vehicle is in danger. You understand that in the event of such termination or repossession, you have no right to a refund of any part of the rental charges or the Security Deposit

30. Release and Indemnity of EMH

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

Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my purpose

Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any EMH premises or recovered or handled by EMH

Subject to any insurance arrangements agreed with EMH, you hereby indemnify and shall keep indemnified EMH, 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

31. Changes

Any changes to this agreement must be in writing and must be signed on behalf of EMH and the hirer.

32. Force Majeure

EMH will make every effort to ensure that the reserved Motorhome is available for you at the correct time. If, due to circumstances beyond our control, this is not possible and if an alternative or acceptable Motorhome is not available our liability is limited to the refunds of all monies paid by you.

33. My Warranties: You warrant that all information supplied by you to EMH in connection with this agreement is true.

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

35. Data Protection

Your personal data and information that you have provided to EMH will be processed for the following purposes and in accordance with our Privacy Policy.

To fulfil this contract/ agreement placed with us, including but not limited to motorhome hire and production of the Rental agreement. Your personal data including copies of all identification documents provided and all data entered in the Rental Agreement will be retained for 7 years for the purpose of, but not limited to the defence of any legal claim(s)

To fulfil our legal requirements as a vehicle rental company

We will not transfer your personal data to any third party unless: It is for on road vehicle assistance for example vehicle recovery/breakdown providers and repair workshops

It is to our insurer, It is to the police, local authorities, councils or DVLA if we suspect or are notified that a road traffic offence / contravention has occurred

It is to local authorities, councils and private parking companies if we suspect or are notified that you breached private parking terms and conditions, dart and congestion charges

To insurance companies if we suspect or are notified of an incident with a third party

It is to the police, DVLA and Customs and Port authorities if we suspect or are alerted to criminal activity

Our bank or merchant provider in line with transactional processing

You are in breach of our agreement in which case we may notify the BVRLA's RISC database, police, our solicitors, debt collection agencies, credit reference agencies and any other relevant organizations

The third party is our subcontractor or a member of our companies, who is processing personal data on our behalf securely and in accordance with our instructions

It is between software systems that we use for the purpose of our business as a vehicle rental company, It is for feedback on our products and services provided.

You have submitted a photo into a competition that we have run. By entering our competition you agree to the photo(s) you submit being posted to our website, facebook, twitter, instagram, pinterest and other social media sites. We may also use it for posters and advertising and share with our partners, wholesale and web-based agents for them to use for their own marketing purposes

It is otherwise authorised under the Data Protection Act

By entering into this agreement, you agree that we can process and store your personal information in connection with this agreement including data collected from the vehicle which may include your location(s) from our vehicle tracking system and also diagnostics (telematics). We may use your information to analyse statistics, for market research, credit control and to protect our assets.

You agree that if you break the terms of this agreement we can pass your personal information to any relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the Data Protection Act 2018.

We agree to keep all personal information in a secure environment and will comply with the Data Protection Act 2018 and our own privacy policy and any other applicable data protection legislation currently in force.

36. 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. EMH reserves the right to add or amend the vehicle specifications and rental charges without prior notice. This agreement does not affect your statutory rights under civil law.

Last updated 01/03/2020