



City Break Apartments Limited
168 Granby Place, Dublin 1, Ireland, D01 VP96
Phone: +353 1 443 3920
Email: hello@breakawaycampers.ie

Terms and Conditions

INTRODUCTION

Welcome and thank you for choosing Break Away Campers for your next holidays. We wish you a safe holiday full of fun and adventure. It is our intention to offer you the best experience. Your safety is our priority, so to ensure that you have the best time, please read through Break Away Campers' Terms and Conditions (T&Cs) so you are fully informed.

DEFINITION OF TERMS AND CONDITIONS

In the event of any discrepancy between these Terms and Conditions and any other Break Away Campers' literature, the provisions of these Terms and Conditions apply.

'Break Away Campers' means Break Away Campers and City Break Apartments Ltd, 168 Granby Place, Dublin 1 D01VP96 (3237619AH)

'RENTAL AGREEMENT' means the document read and signed by the hirer on collection and return of the vehicle. It includes Rental Agreement Part A and Rental Agreement Part B.

'You / Your / Yourself / Hirer/ Driver' means any joint renters and any authorised drivers subject to the hire; or a person, firm, company renting the vehicle and includes any and all Joint Renters identified on the Rental Agreement Part A.

'VEHICLE' means the vehicle under hire as described under the heading 'Vehicle' under the 'Rental Agreement Part A' and includes tyres, tools, accessories, living equipment and any other special equipment, documents relating to the vehicle and any replacement or substitute vehicle provided by Break Away Campers.

'SECURITY DEPOSIT/LIABILITY' means the amount payable by You in the event of accident resulting in loss or damage.

'Loss' or 'Damage' means any loss or damage to the Vehicle, including damage that is caused by theft of the Vehicle or any adverse weather events that requires repair or replacement including assessment fees, towing, recovery and reasonable storage fees.

'Third-Party' means another party that was directly involved in the incident that resulted in loss or damage and You provide the name, licence, registration, address, telephone number and name of insurer along with other reasonable requests to assist in any recovery or settlement attempt. Third parties can also refer to a Third-Party Insurer, Broker or other Representative.

'Travel Restrictions' means restricted areas where the vehicles are not permitted to go or mode in which they cannot be driven.

1. CONTRACTUAL RENTAL AGREEMENT

- 1.1 Rental Agreement Part A and Rental Vehicle Agreement Part B forms your Hire Schedule Contract (Agreement) and these documents must be read in their entirety and in conjunction with each other. Together this documentation forms the Agreement between You and Break Away Campers.
- 1.2 To understand the T&Cs of this Agreement including all financial obligations, cover, features and services, please carefully read the entire Agreement. This is a contract between You and Break Away Campers. You are jointly responsible for acknowledging and understanding the terms of this Agreement. This Agreement has been designed to be written in plain language and if You have any questions regarding any content please raise your questions with our employees.
- 1.3 Break Away Campers reserves its right to refuse any rental based on reasonable grounds and may refuse any rental at its discretion.

2. RESERVATIONS

- 2.2 All prices quoted and charged in the local currency of the depot.
- 2.3 Payment is only accepted by credit card (Visa or MasterCard) or debit card (Visa Debit or UK Maestro). when making the reservation on our website. Other methods of payment may be offered such as bank transfer.
- 2.4 A reservation is only binding after it has been confirmed by Break Away Campers. Break Away Campers terms and conditions and cancellation policy apply from this point onwards.
- 2.5 Vehicles will not be released without full payment being received.

3. HIRE RATES INCLUDE

- Local Sales Tax (eg. VAT, TVA, MwSt)
- Milage of up to 1,000 Km.
- Bed linen and towels
- Kitchen Kit
- Fire blanket and extinguisher
- Comprehensive Insurance for one named driver aged 25 – 80 and holding a full valid driving licence for more than 2 years*
- Full Breakdown & Roadside Assistance**

* excluding any insurance loading. Extra charges may be incurred if the driver to be insured has a driving conviction or is in an occupation which is deemed high risk. These charges will be passed onto the customer. See Section 6 for full details.

**Break Away Campers will supply full breakdown cover to cover any mechanical faults to the base chassis of the vehicle. Any call out charges necessitated by the client through operator error, e.g. a flat vehicle battery, will be the responsibility of the client.

4 HIRE PERIOD

- 4.1 'Hire Period' refers to the dates agreed in the Rental Agreement Part A.
- 4.2 Rental is charged on a per night basis.
- 4.3 Minimum hire period is 3-7 days depending on the season.
- 4.4 Hires shorter than the minimum period may be available on a request basis and/or subject to a surcharge.
- 4.5 Break Away Campers reserves the right to increase the minimum rental period.
- 4.6 Should You wish to extend the rental period, You must obtain authorization from Break Away Campers. Extensions are subject to the availability of the Vehicle. The extra cost of an

extended rental must be paid by credit card over the telephone, by an online payment method (Such as Stripe) or at a Break Away Campers or City Break Apartments location by debit/credit card or by cash payment immediately on confirmation of the rental extension. Additional days will be at the daily standard gross rental charge for the Vehicle applicable at the time of the extension.

5. HIRER / DRIVERS

- 5.1 Driver(s) must hold a full valid manual driving licence for at least 24 months that entitles them to drive a European category B vehicle or equivalent up to 3500kg GMW.
- 5.2 Drivers holding an automatic transmission licence only cannot drive any of our vehicles.
- 5.3 If the driving licence is not in the language of the country of rental or issued in the UK or EEA or Switzerland, then an international driving licence is required. A certified translation may be accepted depending on the country where the original licence was issued.
- 5.4 If no suitable driving licence is shown at the time of pick-up, you can withdraw from the Rental Agreement at your cost.
- 5.5 Age limits: Standard driver insurance is available on all vehicles for drivers aged 25-80.
- 5.6 All drivers must be present for collection of the motorhome. No exceptions can be made.
- 5.7 All drivers must provide two separate forms of photographic identification on collection of the vehicle otherwise hire will be invalidated i.e.: valid passport and driving licence.
- 5.8 Your driving licence must be at your current address. If not, then in addition to this we require 2 alternative proofs of identification i.e.: a utility bill and bank statement dated no more than 60 days old which has your name and current address listed.
- 5.9 If you have a GB driving licence, we require you to log in to the DVLA website and check the counterpart of your driving licence. Your rental will be cancelled without refund if we are unable to check your driving licence details via DVLA.
- 5.10 If you have a Northern Ireland driving licence, we require both the photo card and the paper counterpart.
- 5.11 You must declare at the time of booking if there are any endorsements on your driving licence. Break Away Campers may not be able to provide cover for you to drive the vehicle if you have certain endorsements imposed on your driving licence. Charges apply

- for penalty points. Failure to declare any accidents or driving convictions invalidates insurance.
- 5.12 Maximum of 3 additional drivers per rental.
- 5.13 Drivers are liable for any legal penalties (including, without limitation parking fines and speeding tickets) incurred during the hire period. An administration fee of £45/€45 applies to all penalties received by Break Away Campers.
- 5.14 We are unable to offer driver insurance under the following circumstances and any bookings made in this respect will have to be cancelled:
- (a) Drivers under 25 and over 80 years of age
 - (b) Drivers who have not held a full valid driving licence as outlined above for at least 24 months.
 - (c) Should any driver fail to present all of the correct documentation and identification on collection of the vehicle or the documentation does not meet the driver requirements set out in the terms and conditions, then Break Away Campers will be unable to release the vehicle. No refunds will be given.
 - (d) Drivers holding only an automatic driving licence
 - (e) Persons who have had their insurance declined and/or renewal refused and/or special terms imposed and/or have had their insurance cover cancelled or voided by an insurer.
 - (f) Persons who, whilst driving, have been involved in more than one fault motor claim during the past 3 years.
 - (g) UK drivers who do not provide access to their driving licence counterpart.
 - (h) Persons who have been disqualified from driving for a period exceeding six months in the last three years or drivers who have been disqualified for a period exceeding three months in the past year.
 - (i) Persons engaged in any of the following acts, occupations or professions if hiring in the UK or Ireland
 - i. Professional entertainment or theatrics if "in front of camera"
 - ii. Professional sport
 - iii. Jockeys or in connection with racing of any sort
 - iv. Undergraduates or students under 25 years of age
 - v. Service personnel born outside of the United Kingdom if they have held their full driving licence for less than twenty-four months
 - vi. Courier services, express mail or parcel delivery if the vehicle is to be used for business purposes
- vii. Fast food establishments (including food delivery) if the vehicle is to be used for business purposes
- viii. Motor factors if the vehicle is to be used for business purposes
- ix. Wholesale or daily newsagent deliveries if the vehicle is to be used for business purposes
- x. General dealers or street and/or market traders if the vehicle is to be used for business purposes.
- On all cases, the insurance company has the final say.
- ## **6 A. INSURANCE**
- 6.1 Fully comprehensive insurance is provided by Break Away Campers through our insurers for the driver(s) named on the rental agreement (provided all the personal informed supplied is correct). Named drivers are subject to the criteria outlined in section 5. Only persons named on the Rental Agreement are insured to drive the vehicle.
- 6.2 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 including death or bodily injury to the driver nor does it cover any personal possessions.
- 6.3 No other hire insurance is acceptable for the rental of an Break Away Campers vehicle.
- ### **Public Liability Insurance**
- 6.4 Public Liability Insurance is included in the nightly rental rate. The public liability insurance that covers the registered drivers is €5 million.
- ### **Travel Insurance**
- 6.5 Break Away Campers strongly recommends that you take out your own Personal Travel Insurance.
- ## **6 B. SECURITY DEPOSIT AND LIABILITY OF THE HIRER**
- 6.1 The hire is subject to a security deposit which covers both the liability of the hirer in the event of any first incident or reported incident and the proper return of the vehicle in the same condition as it was let out to the hirer. In the event of any additional incident(s), a second security deposit will be required in order to continue with the rental.
- 6.2 The security deposit is taken as a pre-authorisation on the hirer's credit or debited

- from the hirer's debit card at the time of collection (Visa or Mastercard). No other form of payment is accepted, and pre-paid currency cards cannot be accepted. The card used for the security deposit should be in the lead driver's name and the amount will be held on your card immediately.
- 6.3 In the event of any damage to the vehicle or third-party property, the hirer will be liable for the excess amount attributed to the hired vehicle: £2000/€2000 for all vehicle types.
- 6.4 Security deposits are authorised in the currency of the hire depot.
- 6.5 Break Away Campers reserves the right to increase the security deposit.
- 6.6 The security deposit is fully refundable within 28 days of return of the vehicle provided there are no outstanding claims or the following conditions:
- (a) This security deposit will be used to fund any loss or damage whatsoever to equipment, fixtures, fittings, windows, cleaning fees, tyres or negligent damage to the vehicle.
 - (b) The security deposit will be used to fund any cleaning fees. A nominated valeting fee of up to £200/€200 will be charged against the deposit if the vehicle is not returned with the interior in a clean condition. An additional fee of £200/€200 will be charged against the deposit if the toilet and waste tank are not emptied and cleaned prior to the return of the vehicle. An additional fee of £500/€500 will be charged if it is found that smoking has been permitted in the vehicle. An additional £200/€200 will be charged if an unauthorised pet has been carried in the vehicle.
 - (c) The security deposit will be used to fund any refuelling costs arising from not returning the vehicle with a full tank of fuel.
 - (d) The costs of demurrage for the period the Vehicle is unavailable due to repairs. Any demurrage recovered from any negligent third party will be refunded to You upon its recovery.
 - (e) The hirer agrees to pay Break Away Campers any additional costs over and above the security deposit value should damages exceed the security deposit value within 28 days of your hire.
- 6.7 The hirer irrevocably authorises Break Away Campers to deduct from the security deposit any amounts due to Break Away Campers arising out of this agreement.
- 6.8 A £45/€45 administration fee will be applied in addition to any costs to be deducted from the security deposit.

6 C. EXCLUSIONS

- 6.1 The hirer accepts that the limitation of liability to the contractually agreed security deposit does not apply to:
- (a) Damage caused to the RV where the terms of Rental Contract have been breached.
 - (b) Any damage or loss caused by a negligent act/For damage or loss intentionally caused by You.
 - (c) Mechanical problems E.g. clutch/gearbox due to driver negligence;
 - (d) Replacement or repair of aerials, glass or wheels
 - (e) Damage caused due to use of incorrect or contaminated fuel
 - (f) Missing wheel trims, tools or spares.
 - (g) For damages caused by neglecting proper operating procedures, e.g. incorrect fuel type and quality, ignoring oil or coolant levels, air pressure;
 - (h) Damage to the underside of the vehicle or the roof, which includes the overhead "Luton" area is deemed as gross negligence. Any such damage will be charged at a fixed cost of £2500/€2500 plus the full security deposit on the vehicle;
 - (i) The theft of the vehicle if the keys are left in the ignition or in or on the vehicle whilst unoccupied and the hirer shall be held fully responsible for a replacement vehicle;
 - (j) Damage caused to windscreen, mirrors and/or tyre damage unless Special Cover has been purchased and applies;
 - (k) For damage caused by the incorrect use of snow chains;
 - (l) Damage caused to the RV when using the RV in contravention of any legislation or regulation controlling vehicular traffic
 - (m) Damage caused by freezing/overheating e.g. unit not winterised, or overheating of RV or systems, e.g. plumbing or water systems
 - (n) Damage and associated costs with recovery of a bogged vehicle
 - (o) Damage caused due to a single vehicle roll over

In these cases, You shall be liable for the full amount of damages. If You cause any damage during the agreed usage period due to gross negligence, You shall be liable to Break Away Campers for an

amount commensurate to the severity of the negligence, up to and including the full amount of the loss. The burden of proof that gross negligence has not occurred lies with You.

Break Away Campers is entitled to withhold the security deposit, until your liability and the amount of damage or loss has been finally determined.

6 D. TIMEFRAME FOR SETTLEMENT OF CUSTOMER LIABILITY CLAIMS

- 6.1 Break Away Campers shall use best endeavours to ensure that any money due back to the hirer is released as quickly as possible, however third-party claims can take months or even years to resolve. Break Away Campers cannot force the destiny of these claims, and the Customer acknowledges that the handling of these claims is up to Break Away Campers' insurers and the third party, whether they be insured or not.
- 6.2 Break Away Campers is entitled to withhold the security deposit, until your liability and the amount of damage or loss has been finally determined.
- 6.3 Break Away Campers agrees to refund any security deposit as soon as reasonably practicable after receiving the final resolution and payment relating to third party claims.
- 6.4 The hirer agrees to provide all reasonable assistance to Break Away Campers in handling any claim including all relevant information and attending court to give evidence.
- 6.5 For information regarding outstanding claims or security deposit refunds, the guest should contact hello@breakawaycampers.ie during office hours.

6 E. ADDITIONAL CHARGES

- 6.1 The following are subject to additional charges:
 - (a) Additional driver(s). Maximum 3 additional drivers.
 - (b) Young driver(s) aged over 25 years to 24 years when hiring in the UK or Ireland.
 - (c) An additional premium of £3/€3.50 per endorsement per day applies to any driver with penalty points/convictions on their driving licence dated within 5 years from the commencement of the hire.

7 . COLLISION DAMAGE WAIVER (CDW)

The COLLISION DAMAGE WAIVER (CDW) is an optional that reduces the standard liability.

This can be purchased at time of booking or on collection of the vehicle. See website for current price.

- 7.1 Purchase of the CDW reduces the standard excess (depending on level purchased) for the first reported incident or damage caused in a collision to either the vehicle or third-party property.
- 7.2 Once an incident has occurred, CDW will be cancelled and the full security deposit amount will be due for any subsequent incidents. A second authorisation will be required at the time.
- 7.3 CDW is not available to drivers less than 25 years of age or over 80 years of age.

8. SPECIAL COVER PACKAGE

8.1 Special cover is an optional that covers replacement or repair to windscreen, external mirror or tyre damage. This can be purchased at time of booking online or on collection of your vehicle. Special cover is limited to 1 windscreen, 2 mirrors or 2 tyres after which normal replacement costs will be charged. See website for current price.

9. EXTRAS

Other chargeable extras include:

- (a) BBQ Set
 - (b) Camping furniture (Outdoor table and chairs)
 - (c) Additional toilet chemicals
 - (d) Child seats
 - (e) Gazebo
 - (f) Additional full bottle of camping gas
 - (g) Points/endorsements on driving licence
 - (h) Additional driver(s)
 - (i) Snow Chains
 - (j) Winter Tyres
 - (k) Pets
 - (l) Car Parking
 - (m) Bicycles
 - (n) Surf Boards
- Please see Break Away Campers website for current prices.

- 9.2 A full bottle of camping gas canister will be included in the rental and provided on collection. Additional gas purchased throughout the rental period is at the customer's own expense.

sole property of Break Away Campers.

10. VEHICLE COLLECTION AND RETURN

10.1 Collection and return of the Vehicle is to the agreed location specified at time of booking as set out under 'hire period' in the Rental Agreement Part A.

Collection

Collection of the vehicle is between 4-6PM (last collection time at 5PM) unless otherwise agreed by Break Away Campers and any additional premiums paid. The hirer should allow 60 min in order to complete all paperwork and demonstrate the vehicle to you.

10.2 One security deposit payment is payable by credit or debit card only on collection. This covers standard liability, refuelling and cleaning deposit.

10.3 All drivers must be present on collection of the motorhome and must present their full valid driving licence (as outlined in section 5 of these terms and conditions), passport and credit/debit card for the security deposit. Photocopies will not be accepted. Vehicles will not be released without 2 forms of valid photo identification and funds for the security deposit being available on collection.

10.4 Break Away Campers will supply the Vehicle in a clean, safe and road worthy condition which meets Break Away Campers's quality assurance program along with all regulatory and registration requirements and You acknowledge that:

(a) The Vehicle is delivered to You in a good operating condition and You agree to return the Vehicle without alteration or addition, in the same condition, except for ordinary wear and tear (having regard to the period of hire excluding windscreen or tyre damage) together with all tools, tyres, accessories and equipment to the Return Location on the Return Date as specified in Rental Agreement Part A.

(b) You inspected the Vehicle at the commencement of the hire and agree that the Vehicle was in good operating condition and fit for the hire; and

(c) The Vehicle remains at all times the

10.5 Break Away Campers will make every effort to have your vehicle ready for collection at the appropriate time, however, during busy periods there may be some delays which are out of our control. Should this be the case, no refunds will be due to you and no extension of your hire can be made as the motorhome will still be required to be returned in accordance with the details set out in your rental agreement.

Return

10.6 Return of the vehicle is between 9AM-11AM unless otherwise agreed and additional premiums paid. The hirer should allow 1 hour to complete the return documentation and check the vehicle.

10.7 The Vehicle must be returned undamaged, with a full tank of fuel, with an empty and clean toilet cassette, empty waste water tanks (if applicable), a clean interior that is completely free of mud, rubbish and pet hair, and in the same condition as it left the depot otherwise charges will apply.

10.8 Break Away Campers reserves the right to charge a cleaning fee of up to £200/€200 if the vehicle is returned in an unclean condition.

10.9 The toilet cassette must be emptied prior to the return of the vehicle, or an additional £200/€200 will be charged to the hirer/you.

10.10 The vehicle must be returned with the same amount of fuel equal to that at the time Break Away Campers provided the vehicle. If the vehicle is returned with less fuel, the difference will be charged at £2/€2.50 per litre and a service fee of £30/€30 needs to be paid.

10.11 The exterior of the vehicle does not require cleaning unless it is covered with excess mud or dirt making it difficult for our team to see the return condition.

10.12 There are no refunds for early returns. Charges apply for late returns.

10.13 Should for any reason, the hirer fails to return the vehicle to the agreed Break Away Campers depot, the hirer accepts

that he or she is liable for the full cost to recover the vehicle back to the Break Away Campers depot and for any daily rental fees for the vehicle for the period which it is off the road as the result of not returning the vehicle to the depot by the agreed return time.

Late Returns

10.14 Break Away Campers must be notified immediately to prevent any prosecution for driver(s) driving whilst uninsured. Late returns (After 12:00) will be charged at one day's rental cost regardless of circumstances.

11. DRIVING IN MAINLAND EUROPE

VEHICLES HIRED IN THE UK & IRELAND

11.1 Vehicles hired from the UK or Ireland incur an additional charge of £15/€20 per day to travel to the approved Mainland European countries listed below. European cover is mandatory for travel to Mainland Europe and you will be in breach of these terms and conditions should you take a motorhome into Mainland Europe without purchasing the European cover. European cover must be booked at least 14 days in advance and cannot be added at check-in as an additional Vehicle on Hire certificate is required for travel.

APPROVED COUNTRIES FOR EUROPEAN TRAVEL

11.2 Travel is permitted to the following European countries only: Andorra, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Ireland, Latvia, Lithuania, Lichtenstein, Luxembourg, Netherlands, Norway, Poland, Portugal (excluding Madeira or the Azores), Romania, Serbia, Spain (excluding Balearic and Canary Islands), Slovenia, Slovakia, Sweden, Switzerland, United Kingdom

11.3 Travel outside of these in the rental vehicle will be in breach of your terms and conditions and you will not be covered by any insurance. Please check your route carefully.

11.4 Any exceptions to these provisions

require the express and written consent of Break Away Campers.

11.5 The hirer shall be solely responsible for ensuring familiarity with traffic legislation and laws of countries visited and observing all applicable traffic regulations in all countries visited and traversed during the rental duration.

11.6 The hirer assumes all responsibility for any expense or loss of time while traveling in restricted areas.

12 A. CANCELLATION BY BREAK AWAY CAMPERS

12.1 Break Away Campers reserves the right to cancel a reservation before, on or after the commencement of hire as follows:

- (a) Hirer does not provide a valid passport/identity card and driving licence as proof of ID.
- (b) If Named Driving Licence is not produced or valid in accordance with stated conditions.
- (c) If a UK driver fails to provide access to information on the counterpart driving licence.
- (d) Hirer fails to provide funds for security deposit payment by credit card or debit card.
- (e) Over occupancy of vehicle in accordance with the provision of seatbelts.
- (f) The address on driving licence does not match billing address where additional proof of ID is not supplied.
- (g) Due to operational issues affecting rental fleet.
- (h) Hirer is in breach of any term in this agreement.
- (i) The hirer obtained the vehicle through fraud or misrepresentation.
- (j) If any statement, representation or warranty made by the hirer in respect to himself or additional drivers is incorrect.
- (k) The vehicle appears to be abandoned.
- (l) In the event of any damage to the vehicle regardless of fault.
- (m) The vehicle is not returned at the agreed date or Break Away Campers reasonably believes the vehicle will not be returned on the agreed return date.
- (n) Break Away Campers considers on reasonable grounds that the safety of passengers or the vehicle is in danger.

The hirer understands that in the event of such termination or repossession that the hirer has no right to a refund or any part of the rental charges or the security deposit.

- 12.2 In the event of cancellation, Break Away Campers' liability is limited to the refunds of all monies paid by the hirer. No compensation is available for additional arrangements booked by hirer (e.g.: flights, concert tickets).
- 12.3 Break Away Campers reserve the right to amend our cancellation policy for certain events.

12 B. CANCELLATION OR CHANGE BY HIRER

- 12.1 In the event of a cancellation by the hirer the following charges shall be incurred:
- (a) If cancelled more than 28 nights prior to pick up: 30% of total hire cost or booking deposit (whichever is greater)
 - (b) If cancelled 28 to 15 nights prior to pick up: 50% of the total hire cost
 - (c) If cancelled 14 nights or less prior to pick up, or no-show: 100% of the total hire cost
 - (d) In case of a Force Majeure situation, such as epidemic / lock down. The cancellation fee won't be charged and a voucher for the relevant amount will be issued to the booking holder. He can use this voucher towards any new reservation made within 1 year from the date of the original itinerary booking.
- 12.2 Credit card and debit card charges are nonrefundable.
- 12.3 No refund is available on any low-cost relocation deals.
- 12.4 In the event the hirer wishes to make changes to this contract with regards to change their vehicle type, dates of hire or pick-up/drop-off location requests should be made in writing and agreed by Break Away Campers and the hirer. The following charges shall be incurred:

- (a) Amendments to reservation dates, vehicle type or collection/return location will be accommodated where possible and are subject to availability and any increase in price.
- (b) No refund will be given on alterations within 14 days of pick-up if the value of

the hire for the new dates, pick-up/drop-off location or vehicle type is of lesser value than the original booking.

- (c) If the pick-up or drop-off location is altered within 14 nights of pick-up, a relocation fee may also apply.

13 RIGHT TO CHANGE OF VEHICLE

- 13.1 Vehicles are booked by vehicle category and not by make or model.
- 13.2 Acting reasonably, Break Away Campers reserves the absolute right to change your vehicle type or its specification in the event of unforeseen circumstances such as accidents, operational issues or other losses.
- 13.3 The hirer is not liable for any increased rental charges from the substitute vehicle. The hirer is liable for any additional running costs pertaining to the substitute vehicle.
- 13.4 In the event of a downgraded vehicle type, the hirer may be eligible for a partial refund.
- 13.5 In the event of no alternative vehicle being available to you, Break Away Campers's liability is limited to a refund of the hire charge. In all cases, no other refund will be available including compensation for additional arrangements booked by hirer (e.g.: flights, hotels, activities).
- 13.6 The substitution of an alternate vehicle due to unforeseen circumstances is not a breach of contract and does not result in a refund, however a refund entitlement will be provided by Break Away Campers where there has been a breach of the contract giving rise to the right for a refund.
- 13.7 If You decide to rent a Vehicle of a lesser class than the one booked, You are not entitled to a refund.

14 MOTORHOME SYSTEMS

- 14.1 Prior to the collection of your vehicle, Break Away Campers carry out a full inspection of all onboard components to ensure they function correctly. On collection, you will be shown how each component operates and what to look for if a system fails during the hire. Break

Away Campers will do everything possible to resolve the issue without having to return to the depot, however, this is not always possible, and Break Away Campers cannot be held responsible should any loss of function happen and are not liable to refund any monies nor provide an alternative vehicle. In the case of winter hire, Break Away Campers cannot be held responsible in the event of any damage or inconveniences caused by freezing conditions. This is the responsibility of the hirer.

15. HOLIDAY DISRUPTION COVERAGE

- 15.1 Should the hirer's motorhome holiday be disrupted by a mechanical breakdown/motorhome system malfunction (which does not extend to accident or damaged caused by the hirer), for more than 48 hours after reporting to Break Away Campers, the renter will be reimbursed up to a maximum of the gross nightly rental rate for each night affected until the problem is rectified.
- 15.2 Failure of mechanical and motorhome systems which includes cabin heating/hot water, water pump, shower, toilet, refrigerator, gas hob/oven must be assessed by the depot or an authorised repairer.
- 15.3 Reimbursement is only possible when Break Away Campers has been contacted to rectify the problem and the hirer cooperates to do so.
- 15.4 Failure to notify Break Away Campers acknowledges that the issues are of such a minor nature that the hirer makes no claim for loss of time in respect to the rental. Defects and repairs of radio/CD player, reversing camera, cruise control etc are considered minor and are excluded from the Holiday Disruption Coverage.

16. USE OF THE VEHICLE

Prohibited use of the vehicle – Travellers

- 16.1 Only Persons identified in Rental Agreement Part A as either the renter or authorised driver may drive the Vehicle. Even

- when identified in the Rental Agreement Part A, persons who must not drive the Vehicle is;
- (a) anyone who provides a false, fake or counterfeit licence;
 - (b) anyone who has given, or for whom You have given, a false name, age, address or any driver licence detail;
 - (c) anyone whose driver licence is currently expired or has been cancelled or suspended within the last two years;
 - (d) anyone who is a learner, provisional or probationary licence holder or has not held a full driver's licence for any class of Vehicle for at least two years;
 - (e) anyone under 25 or over 80 years of age;
 - (f) anyone who uses or intends to use the Vehicle for illegal purposes;
 - (g) anyone whose blood alcohol concentration or level of drugs exceeds the lawful percentage; and
 - (h) anyone under the influence of or impaired by a drug, intoxicating liquor or any other substance.

Prohibited use of the vehicle – Travel

- 16.2 Prohibited use of the Vehicle is based on both the safety of You and the preservation of our vehicles. Prohibited use includes, but may not be limited to:
 - (a) as a result of natural disasters, weather-based events or other major circumstances;
 - (b) for carrying persons for hire, gain or reward, or to carry any inflammable, explosive or corrosive materials;
 - (c) for pushing or towing any vehicle, trailer, boat or other object unless authorised by Break Away Campers;
 - (d) for carrying any greater load and/or more persons for which the Vehicle is not designed;
 - (e) for racing, pace-making, speed trials, driving in a dangerous, wilful or reckless manner;
 - (f) for carrying illegal substances or product either for commercial purposes, financial gain or delivery of such goods; and
 - (g) driving the Vehicle in an unsafe or unroadworthy condition;
 - (h) driving the Vehicle on unsealed and non-public roads;
 - (i) driving the Vehicle on any and all unnumbered roads and highways;

- (j) driving the vehicle other than in a cautious, prudent and normal manner or used in a manner which could cause damage.
 - (k) leaving with the ignition key in or on the vehicle or unlocked while it is unoccupied (invalidates Insurance);
 - (l) submersion in water or in contact with salt water;
 - (m) journeys into areas at war
- 16.3 I understand that Break Away Campers 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. BREAKDOWN AND VEHICLE MAINTENANCE

- 17.1 24-hour Roadside Assistance is provided under the hire contract.
- 17.2 All faults or damage must also be reported to Break Away Campers Guest Support within 24 hours.
- 17.3 The hirer will take all reasonable steps to properly maintain the vehicle whilst on hire including checking oil, coolant and AdBlue levels, tyre pressures and batteries every 500 miles/kilometres.
- 17.4 The hirer must report to Break Away Campers as soon as possible, where the oil is above or below the recommended level or the warning indication light is illuminated. The hirer must add water/coolant to the cooling system and use a licenced mechanic to perform any tasks necessary subject to the manufacturer's specifications.
- 17.5 The hirer agrees to maintain the Vehicle to these conditions and acknowledge that any mechanical damage occasioned as a result of Your failure to maintain the Vehicle in accordance with this clause must be paid by You.
- 17.6 Break Away Campers understand that while on holiday the vehicle may require small repairs or small items included in the kitchen kit may need replacement. So as not to disrupt the road trip any further, if the damage was not caused by the hirer, repairs up to £100/€100 can be completed without authorisation and will be reimbursed on production of a

valid receipt. If repairs over £100/€100 are needed, the hirer must obtain Break Away Campers's authority before any work is carried out.

- 17.7 Should the matter be of a more serious nature, Break Away Campers will make every attempt to rectify the situation immediately. This will include contacting nearby repairers, mechanics and other necessary suppliers to assist in addressing the issue and direct the hirer to the nearest supplier or Branch when required.
- 17.8 The hirer will be liable for any costs associated with the incorrect use of fuel. All Break Away Campers vehicles run on diesel.

18. RESPONSIBILITY WHEN AN INCIDENT OCCURS

- 18.1 In the event of any accident, loss or damage arising out of the use of vehicle including damage to a third-party vehicle, the hirer will:
 - (a) Notify Break Away Campers within 24 hours of the event
 - (b) Obtain the names and address of third parties and any witnesses and report the event to the nearest police station
 - (c) Complete the incident reporting form supplied in the vehicle
 - (d) Not make any admittance of liability or make a settlement offer to other parties
 - (e) Assist Break Away Campers in handling any claim arising from the event
 - (f) Acknowledge 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.
 - (g) Will pay any costs relating to a change of vehicle as a result of an incident regardless of which party is at fault.
 - (h) Accept that no security deposit/excess will be refunded until the claim is settled.

19. VIOLATION OF TRAFFIC LAWS AND REGULATIONS

- 19.1 Driver(s) are personally liable for all legal penalties and fees pertaining to

any traffic violation infringements under the current Road Traffic Legislation applicable in the country of travel.

19.2 If any traffic violation infringements are presented to Break Away Campers for your hire period which the hirer is liable for, Break Away Campers will charge to the hirer, the full cost along with an administration fee of £45/€45 for each infringement.

20. CONDITIONS OF HIRE

20.1 The company's camper van rental agreement is the sole contract for hiring the vehicle between Break Away Campers and the hirer(s), driver(s) and/or passenger(s).

20.2 The company takes no responsibility for any delay, loss, damage or injury that a hirer might experience no matter how it is caused or by whom.

20.3 No refunds are payable on accommodation or other arrangements by Break Away Campers where a hirer or passenger changes, cancels or seeks to vary this agreement.

20.4 These conditions cannot be varied or altered or waived by any employee or representative of Break Away Campers or by anyone providing services or facilities.

20.5 The company cannot be bound by any representative or statement unless it is confirmed in writing by Break Away Campers's management.

21. SMOKING

21.1 Smoking is strictly prohibited in or within 5 metres of the Break Away Campers vehicles and a penalty fee of £500/€500 will be imposed for smoking inside the vehicle to cover the costs of sanitizing and cleaning.

22. PETS

22.1 All Break Away Campers vehicle types are pet friendly. Domestic pet dogs only may be carried (maximum of 2 dogs) and only following express consent of Break Away Campers and the

additional premium paid. You are solely responsible for ensuring compliance with the corresponding animal protection, carriage, vaccination and transit/ entry requirements. Cleaning costs incurred due to non-compliance or infringement of said regulations and any loss of profit consequently incurred by Break Away Campers due to the extended downtime required shall be borne by you.

23. VEHICLE ILLUSTRATION DISCLAIMER

23.1 Break Away Campers' brochures, websites and advertising material contain only representations of our vehicles. Pictures, illustrations, descriptions and measurements of the vehicles may be different to the Vehicle offered to You due to modifications and/or upgrades. Break Away Campers is not liable for any such variance.

24. EXCHANGE RATE/CURRENCY FLUCTUATIONS/REFUNDS

24.1 Transactions under this Agreement are conducted in the currency of the hire location.

24.2 Due to exchange rate fluctuations, in some instances there may be some variance between the amount initially debited against Your credit card and the amount refunded. Any such variation does not entitle You to a refund.

24.3 Refunds by credit card including security deposit refunds can take up to 28 days.

25. COMPLAINTS

25.1 All faults or damage must be reported immediately to Guest Support or at the latest on return of the vehicle. In the event that a complaint is not satisfactorily resolved upon return, the hirer must inform Breakawaycampers by email to hello@breakawaycampers.ie within 14 days of returning the vehicle.

26. RENTAL COMPANY'S LIABILITY, EXPIRY BY LIMITATION

26.1 Break Away Campers bears unlimited

- liability for deliberate action and gross negligence. In the case of simple negligence Break Away Campers is only liable for foreseeable loss/ damage typical of the type of contract concerned where there is a breach of an obligation the meeting of which is of particular importance for the achievement of the purpose of the contract (cardinal obligation). This standard of liability also applies in cases of obstacles to performance at the time of the conclusion of the contract.
- 26.2 The above limitations and exclusions of liability do not apply to claims under the terms of the German Product Liability Act or to claims based on injury to life, limb or health or infringements of liberty.
- 26.3 Claims which are not excluded according to paragraph 4.6 but were only limited in scope shall become statute-barred within a year of the end of the year of the claim being created and the circumstances justifying the claim and the debtor's identity being disclosed to the creditor or the creditor, without gross negligence, being considered to be aware of such circumstances or identity. With the exception of claims for damages which are based on loss of life, physical injury, health hazards or the loss of freedom and claims based on the product liability act, claims for damages shall become statute-barred with no consideration being given as to whether the creditor was aware of the circumstances and identity or, without gross negligence, should have been aware of such circumstances and identity - within five years of the end of the year in which the claim was created.
- 26.4 Break Away Campers's Terms and conditions apply. These are provided at the rental depot during pick-up and are published on our website. Additional price lists are published in each Rental Station.

27. PRIVACY

The hirer acknowledges and agrees to be bound by our privacy policy. See website for details.

28. FINAL CLAUSE

- 28.1 Any alterations to the general rental conditions and supplementary agreements must be made in writing by both parties to be valid. Third-party declarations shall be excluded and in particular shall have no binding effect on the rental agreement between Break Away Campers and you.
- 28.2 Should individual terms of this Agreement be ineffective or lose their effectiveness due to later circumstances or should an omission emerge in this Agreement, the legal effectiveness of the other provisions is not affected. The invalid contractual provision shall be replaced or the loophole filled by an appropriate provision which comes as close as possible to what the parties to the Agreement would have wanted, had they considered the point.