

Poplar Motors Ltd Campervan Rentals Campervan Hire Terms & Conditions

1. Definitions

'I', 'me' and 'my' refer jointly and severally to the person or persons who are the customers. 'This Agreement' means the Hire Agreement, the Insurance Motor Hire Agreement and these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and any other Poplar Motors Ltd Hire literature, the provisions of these Terms and Conditions apply.

'Customer' means the person or persons nominated as the hirer under the heading 'Hire Details' on the Insurance Motorhome Hire Agreement and any person whose credit card is presented in payment of the customer's charges.

'Hire Period' means the hire period referred to under the heading 'Booking Details' on the Hire 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 described under the heading 'Vehicle Details' on the Hire Agreement and includes tyres, tools, accessories, the living equipment and any other special equipment, documents related to the Vehicle and any replacement or substitute Vehicle which may be provided at the discretion of Poplar Motors Ltd.

2. Delivery and Return of the Vehicle

1. I acknowledge having received the Vehicle in a clean condition and in sound working order and with a gas bottle.
2. I will return the vehicle in a clean condition with the same amount of fuel in the tank as when collected, on the return date and time set out under the heading 'Check In' in the Hire Agreement.
3. I acknowledge that Poplar Motors Ltd will not refund me any monies, nor have any obligation to provide a replacement vehicle, if the vehicle is returned or I cease to have the use of the vehicle prior to the return date for any reason e.g. Accident, Weather or Theft.

3. Hire and Other Charges

I will pay Poplar Motors Ltd

1. All hire charges
2. The security deposit
3. The nominated cleaning fee of £50.00 if the Vehicle is not returned with the interior in a clean condition
4. The nominated additional fee of £50.00 if the toilet and waste water tank are not emptied prior to the return of the vehicle
5. The nominated cancellation fee in the event of cancellation of this agreement prior to acceptance of delivery of the vehicle

6. The cost of any damage to the Vehicle or the property of any third party, subject to the insurance
7. All government fees and duties etc.
8. All parking fines, other fines or penalties, and/or accidents including third party property damage not reported on the return of the vehicle, and associated administration costs incurred in relation to the vehicle during the hire period
9. Any other fees or charges payable by me pursuant of the Agreement. This includes any costs incurred by Poplar Motors Ltd as a result of any breach by me of the terms of this Agreement
10. The daily hire rate for the period the vehicle is off fleet for accident repairs (demurrage)

4. Errors in Hire Charges

Total charges as set out herein are not final. I will pay a shortfall in charges to Poplar Motors Ltd and I will receive a refund for any overcharge acknowledged by Poplar Motors Ltd.

5. Payment of Charges Joint and Several Liability

All charges and expenses payable by me under this Agreement are due on demand by Poplar Motors Ltd. If I do not pay all charges when due, I agree to pay a late charge of 1.5% per month on the outstanding balance and any collection costs incurred by Poplar Motors Ltd, including reasonable legal fees. 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.

6. Credit Card Payment

1. Poplar Motors Ltd will accept payment by credit cards approved by Poplar Motors Ltd
2. When payment is paid by credit card, I agree that;
 1. Poplar Motors Ltd is irrevocably authorised to complete any documentation and take any other action to recover from my credit card issuer all amounts due by me pursuant to this Agreement, including but not limited to, any amounts due in respect to damage to the vehicle or to property of a third party and all other additional charges as they are incurred (including all parking and traffic infringement penalties, road toll fines, London congestion charges, and associated administration costs)
 2. I will not dispute my liability to Poplar Motors Ltd for any amount due under this agreement and I shall indemnify and keep indemnified Poplar Motors Ltd against any loss incurred (including legal costs) by reason or notifying my credit card issuer of such dispute.
 3. Poplar Motors Ltd may process the credit card voucher; in the event that Poplar Motors Ltd elects to accept payment of the Security Deposit by holding an open security payment which will be cancelled at the completion of the hire period, I agree that Poplar Motors Ltd is entitled to recover payment from my credit card issuer

pursuant to paragraph (1) in respect of any amounts due which were not known at the time of cancelling the open security payment.

I acknowledge that all transactions under this agreement are conducted in Pounds Sterling.

7. My Warranties

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

8. Vehicle Damage - Insurance Cover

I am aware that;

1. The Vehicle is insured for damage to the vehicle and the property of a third party;
2. I will have to pay an excess for any damage. The insurance excess is £500.
3. I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this Agreement

9. Security Deposit

1. On taking delivery of the Vehicle, I agree to pay the £500 Security Deposit.
2. I irrevocably authorise Poplar Motors Ltd to deduct from the Security Deposit any amounts due by me to Poplar Motors Ltd arising out of this Agreement
3. The security deposit will be refunded within 7 working days of the vehicle and all equipment being returned to the correct location, undamaged, with an acceptably clean interior. We reserve the right to retain a £50.00 soiling fee if the motor home is not returned with the interior in a clean condition. Also the toilet and waste water tank must be emptied prior to the return of the vehicle or an additional £50.00 soiling fee will be retained.

10. Road Restrictions

1. All vehicles must only be driven on sealed/bitumen roads
2. I acknowledge that Poplar Motors Ltd 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

11. Use of the Vehicle

I agree that during the hire period, I will not and will not allow the vehicle to be:

1. Driven otherwise than in a cautious, prudent and normal manner;
2. Used in a manner which could cause damage

3. Driven in a prohibited area or in an area other than the areas indicated by me to Poplar Motors Ltd;
4. Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
5. Left with the ignition key in the vehicle while unoccupied
6. Left unoccupied and unlocked
7. Driven by persons:
8. Under the age of 25 years or over the age of 70 years; or
9. Who are not authorised by law to drive the Vehicle. Particulars of the proposed licenced driver of the vehicle are set out under the heading 'Driver Details' in the Motor Hire Agreement.
10. Damaged by:
11. Submersion in water
12. Contact with Salt water
13. Used for any illegal purpose for any race, rally or contest
14. Used to tow any vehicle or trailer;
15. Used to carry passengers or property for hire or reward
16. 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
17. Used to carry volatile liquids, gasses, explosives or other corrosive or inflammable material
18. Otherwise used in breach of my obligations under this Agreement.

12. Alterations to the Vehicle

I shall not make any alterations or additions to the vehicle without prior written consent of Poplar Motors Ltd.

13. Passengers

Poplar Motors Ltd authorises the use of these vehicles up to the stated number of passengers.

14. Maintenance

1. I shall take all responsible steps to properly maintain the vehicle, including all checks, water and batteries
2. I acknowledge that Poplar Motors Ltd will reimburse me for expenditure up to £50.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the vehicle (not including the water system, refrigerator, heating, audio and DVD equipment) provided that:
 1. I produce relevant receipts; and
 2. I have received the prior consent of Poplar Motors Ltd;
 3. The damage is not due to my fault or my breach of this Agreement.
3. Subject to the terms of this agreement, I will pay the cost of repairing or replacing tyres damaged during the Hire Period PROVIDED THAT Poplar Motors Ltd will reimburse me for expenditure reasonably incurred if;
 1. I produce relevant receipts;
 2. The tyre is defective and is returned by me to Poplar Motors Ltd for inspection; and

3. The manufacturer accepts liability under his warranty,
4. I will be liable for any costs associated with the incorrect use of fuel. All Poplar Motors Ltd vehicles run on DIESEL.

15. Responsibility when accident occurs

1. In the event of any accident, loss or damage arising out of the use of the vehicle, I will
 1. Notify Poplar Motors Ltd within 24hrs of the occurrence of the event
 2. Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station;
 3. Complete an accident report form as supplied or on return of Vehicle to the depot;
 4. Not make any admission of liability to other parties, settlement offer or other like offer;
 5. Assist Poplar Motors Ltd in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.
2. I acknowledge that the excess or other amount due by me in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the hire period
3. I will pay for any costs relating to the delivery of a changeover vehicle as a result of an accident regardless of which party is at fault

16. Terminating the Agreement

I acknowledge that Poplar Motors Ltd may terminate this Agreement and repossess the vehicle at any time, without notification to me, and that I will pay the reasonable costs of repossessing the vehicle, including towing charges if:

1. I am in breach of any term of this Agreement;
2. I have obtained the vehicle through fraud or misrepresentation;
3. The vehicle appears to be abandoned
4. The vehicle is not returned on the agreed return date or Poplar Motors Ltd reasonably believes that the vehicle will not be returned on the agreed return date;
5. Poplar Motors Ltd considers on reasonable grounds, that the safety of passengers or the condition of the vehicle is endangered. I understand that in the event of such termination or repossession, I have no right to a refund or any part of the hire charges or the security deposit

17. Change of Vehicle

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

18. Release and Indemnity of Poplar Motors Ltd

1. Subject to its obligation to deliver the vehicle or an appropriate substitute vehicle, I release Poplar Motors Ltd, its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this Agreement, including but not limited to:
 1. Any loss or damage caused by breakdown, mechanical defect, accident or the vehicle being unsuitable for my purpose;
 2. Any loss or damage to any property left in or on the vehicle, in any service vehicle or on any Poplar Motors Ltd premises or recovered or handled by Poplar Motors Ltd
2. Subject to any insurance arrangements agreed with Poplar Motors Ltd, I hereby indemnify and shall keep indemnified Poplar Motors Ltd, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by any of them by reason of my use and/or possession of the vehicle

19. Title to Vehicle

I acknowledge that Poplar Motors Ltd retains title to the vehicle. I do not have any right to pledge Poplar Motors Ltd's credit in connection with the vehicle and agree not to do so. I shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with personal possession of or otherwise deal with the vehicle.

20. Changes

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

21. Proper Law

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

22. 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. Poplar Motors Ltd reserves the right to add or amend any hire charges without prior notice.

23. Smoking

I agree not to allow any smoking inside the vehicle and that failure to comply may result in additional cleaning charges.