

# TERMS AND CONDITIONS

'HIRER' PERSON RENTING A VEHICLE

'OWNER' PERSON OR COMPANY HIRING THE VEHICLE

## 1. INSURANCE

Comprehensive insurance is provided for one driver, for the duration of the hire period, for travel within the UK and Europe by arrangement. All drivers must be between the ages of 25 and 75, with a full, clean UK driving license held for over two years. Drivers outside of this age bracket, or with more than 6 points on their license may have to pay an additional fee. If the hirer has a dangerous driving conviction, the hire will be refused.

Additional drivers can be added in advance only at an extra cost of £50 per hire. All payments must be made from the main named driver's bank account, and the signed hirer contract must be completed by the main named driver.

There is a £500 excess which must be paid by the hirer following any incident where an insurance claim is made. This excess increases to £750 for hirers with more than 6 points on their licence.

## 2. DOCUMENTS REQUIRED

Four to six weeks prior to the start of your hire period, we will contact you to request your driving license details so that we can complete an online license check. We will also request two proofs of address from separate sources. The insurance company requires either, two from list A or one from List A and one from List B.

### **List A:**

- Electricity bill
- Water bill
- Gas bill
- Broadband/Landline Bill
- Council Tax bill
- TV licence
- Bank statement

- Credit card bill/statement
- Mortgage statement
- Polling card
- HMRC Self-assessment/tax credit

**List B:**

- Student loan statement
- Shotgun licence
- Payslip
- Mobile Phone Bill
- Pension letters
- Car finance settlement
- Loan statement
- Property deed

All provided documents must show a single date of when it was created, and this must be dated within 90 days of the end of your hire period.

On the day of collection, we will also take copies of the named driver and any additional driving licence details.

### **3. BOOKING PROCEDURE & PAYMENT**

All rentals are charged per day from 12 noon on the agreed collection day up to 12 noon on the agreed return day. Earlier collection and return times may be available by request (see section 5)

A 20% deposit at the time of booking is required (if it is more than four weeks before the planned hire), which is non-refundable. The balance is due four weeks before the collection date. If your booking is less than four weeks' time, the payment and bond are due in full at the time of booking.

A bond is due to be paid with the balance four weeks prior to the hire period of the motorhome. This is held until the motorhome has been returned and inspected. The bond is refunded within a week after the return of the motorhome if no damage has been caused to the motorhome or its contents. The bond is £500 or £750 regardless of the period of hire.

## 4. CANCELLATION CHARGES

**More than 4 weeks:** Deposit will be retained. In the event that we can sell the original hire period, your deposit will be refunded to you, less a £25 admin fee.

**Less than 4 weeks:** 100% of the booking will be retained. Due to the timescale, no refund option is available.

The owner reserves the right to amend our cancellation policy for certain events.

## 5. FUEL, OIL, GAS AND OTHER CONSUMABLES

The motorhome is supplied with a full tank of fuel and should be returned in the same manner. If the fuel tank is not showing as full, it will be refuelled and the cost of the fuel, plus a £25 admin fee. Gas cylinder(s) will be supplied with the motorhome. If additional gas is required, this is the responsibility of the hirer. In any event, the gas cylinder(s) must be returned with the motorhome. Failure to do so will result in the cost of the replacement cylinder, plus a £25 admin fee.

## 6. MOTORHOME HIRE PERIOD & COLLECTION

Hire periods can begin any day of the week for a minimum charge of three days running from 12 noon to 12 noon.

The collection time is from 12 noon on the day of handover (**unless otherwise arranged**, and detailed on the rental agreement). A specific timeslot will be agreed in advance. We will give a detailed handover to show how the motorhome functions, this normally takes about 45 minutes. You will then be invited to check the vehicle thoroughly and ensure you understand how to drive and operate it before leaving our premises.

**Earlier pick up times are available by request from 9am, extra charges may be applied on a pro-rata hourly hire charge basis.**

The hirer's vehicles can be stored on-site during the period of the hire for no charge. However, the owner accepts no responsibility for any loss or damage that might occur.

## 7. VEHICLE RETURNS

All motorhomes must be returned and vacated by 12 noon on the day of return (**unless otherwise agreed** and detailed on the rental agreement) prior to hiring. Late returns have a significant impact on the next hire. If you fail to meet the return time, we reserve the right to charge up to £100 per hour. The insurance provided ends at midday on the final day of the hire period **unless** otherwise **agreed and stated** on the rental agreement. Failure to return the motorhome before this time will render the insurance expired, and any incident will constitute an offence, as the driver will be driving whilst uninsured.

If the hirer notifies the owner in advance of any delay, ***the insurance period can be extended*** to ensure the hirer remains covered.

**Later return times are available by request up to 5.00pm, extra charges may be applied on a pro-rata hourly hire charge basis.**

Upon returning the motorhome, the owner will check the vehicle for any damage and cleanliness and ensure that it is returned in the same condition as the motorhome was at the start of the hire period. (Clean interior and fridge, Toilet and the waste tank emptied, Diesel tank filled to full at a local filling station, all windows, doors and blinds are in working order). Failure to return the motorhome in the same condition will result in all or part of your security bond being retained by the owner. The owner reserves the right to deduct any amount which we determine to be due from the security deposit. The owner's opinion as to what is due is binding except in the case of manifest error. Motorhome repair and cleaning prices are available on request.

The repair cost will be deducted from the hirer's security bond if damage occurs during the hire period. If the cost is less than the £500 or £750 insurance excess, no insurance claim will be made, and any remainder of the balance from the bond will be paid to the hire within seven days.

## 8. BREAKDOWN AND ACCIDENTS

The motorhomes are maintained in accordance with the manufacturer's instructions. Full roadside assistance is provided in the UK and Europe by arrangement. All insurance and breakdown documents will be provided at handover.

If an accident occurs, the safety of the hirer and their party is paramount. Emergency services should be called first if necessary, and then the accident should be handled safely. Only after everyone involved in the accident is safe should the hirer contact owner as per the instructions provided at the point of handover. Regardless of how minor the incident is, the full details of anyone involved must be noted in the accident report form, which is kept in the vehicle. This is the responsibility of the hirer. You are provided with a first aid kit, a fire extinguisher and a fire blanket. Please inform us of any use of any of these items so we can replace them.

## 9. PETS

By agreement, up to two dogs are permitted in the motorhome at any time. Dogs are not permitted on the furniture, and any evidence of dogs being present in the motorhome must be removed prior to returning the motorhome to the owner. The owner reserves the right to deduct any amount determined to be due from the security bond to allow for additional cleaning or damage caused by pets. It is the hirer's responsibility to travel with their pets safely and legally. The owner does not supply harnesses or travel cages.

## 10. SEATBELTS

Our motorhomes are fitted with three-point seatbelts, which are to be worn at all times when the vehicle is in motion. Appropriate car seats must be used for children in accordance with the law. It is the responsibility of the hirer to fit any car seats themselves. The owner takes no responsibility for any ill-fitted child restraints or seatbelts not being worn.

## 11. CAMPSITE BOOKINGS

The hirer is responsible for pre-booking and confirming all sites they intend to stay at during the holiday. The owner is not responsible for bookings or cancellations at caravan and campsites. The motorhomes must be hooked up to mains electricity at least every second or third day as part of the stay to maintain the leisure battery. Any drainage of the leisure battery and subsequent cab battery, caused by not being hooked up to mains electricity, could cause the engine not to start. Any cost associated with this would be borne by the hirer.

## 12. MILEAGE

The mileage is unlimited

## 13. EVENTS BEYOND OUR CONTROL

Unfortunately, events beyond our control occasionally affect bookings. When reference is made to such events in these Terms and Conditions of Hire, this means any events(s) or circumstances(s) we could not foresee or avoid, even with all due care. This includes mechanical breakdown or damage caused by the previous hirer.

The owner cannot accept responsibility or pay compensation costs or expenses where the performance of the hirer's contract with the owner is prevented, or the hirer suffers any loss or damage as a result of events beyond our control. This includes any delays to and / or restrictions to your hire to which you may be subject. However, if your booking has to be cancelled as a result, we will offer you the choice of an alternative vehicle (if available) or a refund as described above. The offer of an alternative vehicle or refund shall be an exclusive remedy in response to any loss, costs, or expenses caused by the events beyond our control.

## 14. SUITABLE PERSONS

We have the right to refuse to hand over a vehicle to any person who, in our reasonable opinion, is not suitable to take charge. In such cases, no refund of the hire charge will be made by the owner, who will have no further liability.

## 15. VEHICLE OWNERSHIP

The motorhome remains the property of the owner at all times, and we may repossess the vehicle at any time, without further notice, if you are in breach of this agreement.

## 16. EXTRA CHARGES

The toilet cassette emptying fee is £50. Any cooking appliances or equipment found to be unclean £50. Fuel tanked unfilled – £25 plus costs of fuel. If returned in an unsuitable condition, the valet penalty is up to £150. Speeding the vehicle is fitted with a GPS tracking alert that will notify any speeds over the speed limit. The vehicle is not designed to exceed 70mph for passenger & vehicle safety; each alert could incur a fine of £25.

## 17. PARKING

You may park one car Free of Charge at the owner's location for the duration of your motorhome hire, but please note this is entirely at your own risk.

## 18. YOUR RESPONSIBILITIES

1. You are responsible for the security of the vehicle at all times during the hire period. You must not drive the vehicle 'Off Road' other than for reasonable access to a campsite. Should you become stuck at any time while 'Off Road' the hirer is responsible for any recovery costs. The breakdown cover provided is for roadside assistance only.
2. You are responsible for all fines and other legal charges, including but not limited to parking fines, speeding fines and tolls, also the full cost of any fees associated with the vehicle being impounded and any on-the-spot fines. Such fines & charges may incur a £25 administration fee by the owner.
3. You are responsible for all the keys that belong to the vehicle. Lost keys are expensive and not included in the breakdown service. If lost, you will be responsible for the full cost of the replacement keys and replacement locks. You will also be liable for the full cost of repairing any damage caused by forced entry of the vehicle.
4. You must not sell, rent, lend or dispose of the vehicle or any of its parts, and you must not give anyone legal rights over the vehicle. The vehicle remains the property of the owner at all times.
5. At the time of handover, the vehicle will be documented to be in a roadworthy condition. You must maintain the vehicle in a roadworthy condition at all times. You must report any fault in or on the vehicle as soon as possible to the owner, allowing a reasonable time to locate parts and make any necessary repairs.
6. You must make sure that you use the correct fuel. Using the wrong fuel is not covered by the breakdown service, and you will be liable for the full cost of any remedial repairs required as a result of using the wrong fuel.
7. The hirer shall be responsible for all **OVERHEAD DAMAGE** resulting from any accident – overhead damage is defined from the ground to be in excess of 4 metres or 11'3" off the ground. Damage to the **WINDSCREEN** is limited to the insurance policy excess, **TYRES & PUNCTURES** are also the responsibility of the hirer. You are required to check the condition of the tyres & engine fluid levels on a daily basis whilst you have the motorhome on hire.
8. Before vacating the vehicle, you must check that you have not left any personal belongings. The owner is not responsible for any personal belongings left in the vehicle and is hereby authorised to dispose of the same after the end of the hire.



## 19. GOVERNING LAW

This agreement is subject to the laws of England and Wales. Any disputes not resolved by mutual agreement may only be settled in the courts of this jurisdiction.

## 20. SEVERANCE

If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

## 21. ENTIRE AGREEMENT

The parties agree that the agreement constitutes the entire agreement between them and supersedes all previous drafts, agreements, arrangements and understandings between them, whether oral or written.

## 22. COVID-19

Should a national government-enforced lockdown occur as a result of covid 19 or any other pandemic, The owner will refund 100% of any monies paid.

We recommend that the hirer takes out their own travel insurance to cover all other scenarios, as the owner cannot be held responsible for cancellations due to illness or change of circumstances.