

## Hire agreement for living the dream NI

### 1. INTERPRETATION

1.1 This Rental Contract is between the Guest and Living the Dream Motorhome Hire. It has been written in plain language. Guest should contact Living the Dream motorhome hire regarding any questions or queries it has in relation to this Rental Contract using the contact details at the top of these T&Cs.

1.2 If there is any inconsistency between any of the provisions in these T&Cs and Part A, these T&Cs shall prevail.

1.3 The headings in these T&Cs are for reference only and shall not affect the interpretation of these T&Cs.

1.4 A person includes a natural person, corporate or unincorporated body (whether having separate legal personality).

1.5 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.7 A reference to legislation or a legislative provision is a reference to it as amended, extended, or re-enacted from time to time.

1.8 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time.

### 2. BOOKING AND PAYMENT

2.1 A reservation is only binding after Living the Dream Motorhome Hire have sent Guest a booking

confirmation email. The Rental Contract shall only be binding on Guest and Living the Dream Motorhome Hire once the booking confirmation email has been sent.

2.2 Living the Dream Motorhome Hire reserves the right to refuse any rental application at its discretion.

2.3 All prices are quoted and charged in GBP.

2.4 Living the Dream Motorhome Hire can only accept payment by bank transfer, Stripe or cash.

2.5 Unless Living the Dream Motorhome Hire offer a Guest a deposit option, Guest shall pay the Hire Charge in full at the time of booking. If Living the Dream Motorhome Hire offers Guest a deposit option, Guest shall pay £50 of the Hire Charge at the time of booking with the balance of the Hire Charge to be paid by Guest at 14 days prior to start of the Hire Period.

2.6 Under no circumstances will Living the Dream Motorhome Hire release the Vehicle to Guest unless full payment of the Hire Charge has been received by Living the Dream Motorhome Hire (in cleared funds).

### 3. HIRE CHARGE – WHAT'S INCLUDED

3.1 Unless otherwise stated, the Hire Charge includes:

- (c) Hire of the Vehicle for the Hire Period;
- (d) Local sales tax (e.g., VAT);
- (e) Government road tax;
- (f) Unlimited mileage;
- (g) A kitchen kit;
- (h) If your vehicle is equipped with a gas bottle you will receive a partially full camping gas bottle, with the option to purchase a full campaign gas bottle. If your vehicle is fitted with an LPG gas tank it will be provided full and must be returned full
- (i) Insurance (as described in, and subject to the limitations and exclusions stated in, clauses 8.1 to 8.9 of these T&Cs);
- (j) Holiday Disruption Coverage (as described in, and subject to the limitations and exclusions stated in clause 15 of these T&Cs); and
- (k) Roadside assistance (as described in, and subject to the limitations and exclusions stated in clauses 17.1 to 17.4 of these T&Cs).

### 5. HIRE CHARGE – WHAT'S NOT INCLUDED

5.1 Unless otherwise stated in the rental contract, the Hire Charge does not include:

- (A) Optional Extras. These can be purchased separately by Guest. Please talk to a member of staff for additional details, availability, and pricing;
- (B) The Security Deposit. This will be deducted from Guest on collection. Please see clauses

5.2 Additionally, Drivers may be subject to the following charges:

- (a) Additional Driver(s). The Hire Charge only includes one Driver. An additional fee of £12.50 per night of the Hire Period is payable for each additional Driver (subject to a maximum limit of three such drivers);
- (b) Driver(s) with licence endorsements. Each Driver with penalty points/convictions on their driving licence is required to pay an additional fee of £2 per endorsement per night

of the Hire Period.

5.3 If applicable, Guest shall be liable for the following additional charges:

**Late return charge**

This applies if Guest fails to return the Vehicle during the Return Window on the Return Date. £99 for each hour after the relevant Return Window.

**Vehicle cleaning charge**

This applies if, Living the Dream Motorhome Hire's opinion, the interior of the Vehicle is returned in an unclean condition, or the exterior of the Vehicle is such that Living the Dream Motorhome Hire cannot check the return condition.

£100

**Toilet cassette emptying charge**

This applies if the toilet cassette is not emptied and cleaned prior to return of the Vehicle.

£100

**Fuel top-up charge**

This applies if the Vehicle is returned with less fuel than is required under the rental contract.

The cost to Living the Dream Motorhome Hire to refill the Vehicle to the required level together with a service fee of £75

**Gas bottle charge**

This applies if the Vehicle is returned without the same number of gas bottles as was included in the Vehicle at collection.

£40 per gas bottle.

**Return Location failure charge**

This applies if Guest fails to return the Vehicle to the Return Location.

The full cost incurred by Living the Dream Motorhome Hire to recover the Vehicle and bring it back to the Return Location together with any daily rental fees applicable for the Vehicle for the period during which it is off the road as the result of such failure.

### **Driver driving penalty charge**

This applies if Living the Dream Motorhome Hire receives notification of a driving penalty (including parking fines and speeding tickets) which was incurred during the Hire Period. See clause 19 of these T&Cs for further details.

£50 for each driving penalty received.

### **Cancellation charges**

This applies if Guest cancels this Rental Contract under clause 12 of these T&Cs. As set forth in clause 12 of these T&Cs.

### **Smoke cleaning charge.**

This applies if any person smokes inside the Vehicle during the Hire Period.

£500

### **Unauthorised pet charge**

This applies if a pet is brought into the Vehicle and Guest has not purchased the Pet fee Optional Extra

£150

### **Administration charge**

This applies if Living the Dream Motorhome Hire is required to liaise with Guest or any third party in relation to Guests acts or omissions under this Rental Contract.

£50

## **6. VEHICLE COLLECTION AND RETURN**

Vehicle collection:

6.1 Guest shall collect the Vehicle from Pick-Up Location during the Pick-Up Window on the Pick-Up Date.

6.2 Guest should allow at least one hour to complete the Vehicle collection process.

6.3 Guest shall pay the Security Deposit in accordance with clauses 8.10 to 8.21 of these T&Cs.

6.4 Each Driver must be present on collection of the Vehicle with their full valid driving licence (as outlined in clause 7 of these T&Cs), passport or identity card and credit/debit card for the Security Deposit. Photocopies of these documents will not be accepted.

6.5 The Vehicle will not be released without two forms of valid photo identification and full payment of the Security Deposit.

6.6 Living the Dream Motorhome Hire shall supply the Vehicle in a clean, safe, and roadworthy condition which complies with Living the Dream Motorhome Hire quality assurance program and all regulatory and registration requirements applicable in the country of the Pick-Up Location.

6.7 By signing the Rental Contract, Guest acknowledges and agrees that:

(a) The vehicle provided to the Guests is newly constructed, and this marks its inaugural rental. Consequently, the Guests may encounter initial operational challenges typical of Motorhome vehicles.

(b) The Vehicle was provided to Guest in a good operating condition and fit for hire;

(c) It inspected the Vehicle prior to collection and noted no damage to, or defects in, the Vehicle (other than as noted in the Condition Report);

(d) The Vehicle and its contents always remain the sole property of LivingtheDreamMotorhomeHire; and

(e) It will return the Vehicle to the Return Location on the Return Date without alteration or addition, in the same condition (except for ordinary wear and tear) complete with all tools, tyres, gas bottle(s), accessories and equipment as were in the Vehicle on collection.

6.8 Living the Dream Motorhome Hire will make every effort to have the Vehicle ready for collection during the Pick-Up Window on the Pick-Up Date. However, during busy periods, there may be some delays caused by factors outside of Living the Dream Motorhome Hire control. Should this be the case, no refunds will be due to Guest and no amendments will be made to the Hire Period to reflect such delays.

6.9 It is Guest's responsibility to ensure that it presents all the correct documentation and identification to Living the Dream Motorhome Hire on collection of the Vehicle. Should Guest fail to do so, then Living the Dream Motorhome Hire will be unable to release the Vehicle to Guest and the Rental Contract will be terminated in accordance with clause 11 of these T&Cs.

6.10 No refund of the Hire Charge or any other charges paid by Guest will be paid to Guest if Guest fails to collect the Vehicle on the Pick-Up Date.

Vehicle return:

6.11 Guest shall return the Vehicle to the Return Location during the Return Window on the Return Date.

6.12 Guest should allow up to 30 minutes to complete the Vehicle return process and for Living the Dream Motorhome Hire to check the Vehicle.

6.13 The Vehicle and its contents should be returned undamaged, with the required level of fuel (as specified in the rental contract. ), an empty and clean toilet cassette, empty waste water tanks, the same number of gas bottles as was included in the Vehicle at collection or full LPG gas tank a clean interior (that is completely free of mud, rubbish and pet hair), and otherwise in the same condition as it left the Pick-Up Location (fair wear and tear excepted).

6.14 The exterior of the Vehicle does not require cleaning prior to return unless it is covered with excess mud or dirt making it difficult for Living the Dream Motorhome Hire to check the return condition.

6.15 Guest shall not be eligible for any refund of the Hire Charge or other charges paid by Guest for returning the Vehicle before the Return Date. Guest shall contact Living the Dream Motorhome Hire if it wishes to return the Vehicle early (and any such return will be entirely at ( Guest's cost)

6.16 Guest shall immediately notify Living the Dream Motorhome Hire if it becomes aware that it will not be able to return the Vehicle by the Return Time. Failure to do so may result in prosecution for driving whilst uninsured.

Extensions to the Hire Period:

6.17 Living the Dream Motorhome Hire is under no obligation to grant extensions to the Hire Period. If Guest wishes to request an extension to the Hire Period, it shall obtain prior written authorisation from Living the Dream Motorhome Hire and pay such additional charges as Living the Dream Motorhome Hire may specify. Such payments shall be made by credit/debit card over the telephone or at a Living the Dream Motorhome Hire depot immediately upon authorisation of the extension.

## 7. DRIVERS AND DRIVING LICENCES

Drivers:

7.1 No more than four Drivers can be named in respect of any Vehicle.

7.2 Each Driver shall:

(a) Hold a full valid manual driving licence for at least 24 months prior to the Hire Period that entitles him or her to drive a European category B vehicle or equivalent up to 3500kg GMW. Drivers holding an automatic transmission driving licence only cannot drive any of our vehicles;

(b) Hold a full valid manual driving licence for at least 24 months prior to the Hire Period that entitles him or her to drive a European category B vehicle or equivalent up to 3500kg GMW. Drivers holding an automatic transmission driving licence only cannot drive any of our vehicles;

(c) Provide Living the Dream Motorhome Hire with two separate forms of photographic identification on collection of the Vehicle.

(d) Aged between 25 and 75 (inclusive);

(e) Be present at collection of the Vehicle;

(f) Be liable for any legal penalties (including, without limitation parking fines and speeding penalties) incurred or imposed during the Hire Period; and

(g) Declare, at the time of booking (and, prior to Vehicle collection, if relevant), if there are any endorsements on such Driver's driving licence. Living the Dream Motorhome Hire may not be able to

provide insurance for such Driver to drive the Vehicle if such Driver has endorsements

imposed on his or her driving licence (and in such an instance, the Vehicle may not be

driven by such Driver). Guest should contact Living the Dream Motorhome Hire prior to collection to check if specific endorsements will prevent a Driver from driving the Vehicle.

#### Driving licences:

##### 7.3 Each Driver's driving licence shall:

(a) State Driver's then current home address. If this is not the case, then, in addition to the driving licence, Living the Dream Motorhome Hire will require two alternative proofs of identification for such Driver (i.e., a utility bill and bank statement dated no more than 60 days old which states such Driver's name and current address);

(b) Be in English and issued in the UK, EEA, or Switzerland. If this is not the case, then such Driver shall provide an international driving licence. A certified translation of the driving licence may be accepted by Living the Dream Motorhome Hire depending on the country where the licence was issued. Please contact Living the Dream Motorhome Hire for more details;

##### 7.4 If a Driver's driving licence has been:

(a) Issued in Great Britain, then such Driver shall be required to obtain a licence check-code from the .gov.uk website at least 24 hours prior to collection of the Vehicle to allow Living the Dream Motorhome Hire to check the licence counterpart; or

(b) Issued in Northern Ireland, then such Driver shall provide both the original photo card and the paper counterpart to Living the Dream Motorhome Hire at time of collection of the Vehicle.

7.5 This Rental Contract will be terminated by Living the Dream Motorhome Hire without liability or refund to Guest if Living the Dream Motorhome Hire is unable to check Driver's driving licence counterpart.

## 8. INSURANCE AND SECURITY DEPOSIT

Insurance:

8.1 Living the Dream Motorhome Hire provides comprehensive insurance and public liability insurance (the latter of which is subject to a limit of £5million through a third-party insurer. This insurance will be valid for each Driver provided: (i) all the personal information supplied to Living the Dream Motorhome Hire by Guest at collection in relation to each Driver is correct; and (ii) each Driver complies with the requirements as set forth in clauses 7, 8.6 and 16 of these

T&Cs).

8.2 Only Drivers are insured to drive the Vehicle.

8.3 The Vehicle is only insured for damage to the Vehicle (excluding damage to the windows, mirrors, and tyres, overhead and underside of the Vehicle) and the property of a third party. The insurance does not include any personal insurance for Guest (including death or bodily injury to Guest or Driver), nor does it cover any personal possessions.

8.4 Living the Dream Motorhome Hire strongly recommends that Guest takes out its own personal travel insurance.

8.5 No other comprehensive insurance is acceptable for the rental of the Vehicle.

8.6 Living the Dream Motorhome Hire cannot offer insurance to a Driver (and such Driver cannot drive the Vehicle) if such Driver:

- (a) Does not meet the requirement set forth in clause 7 of these T&Cs;
- (b) Has had their driving insurance declined and/or a renewal refused and/or special terms imposed and/or has had their driving insurance cover cancelled or voided by an insurer at any time;
- (c) Has, whilst driving, been involved in more than one fault motor claim during the past 3 years;
- (d) Has been disqualified from driving for a period exceeding six months in the last three years;
- (e) Has been disqualified for a period exceeding three months in the past year; or
- (f) Is engaged in any of the following acts, occupations, or professions:



- 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 and Ireland.
- 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; or
- X. General dealers or street and/or market traders if the Vehicle is to be used for business purposes.

8.7 It is Guest's responsibility to ensure that a driver from its group can satisfy the requirements of these T&CS. If this is not the case, then Living the Dream Motorhome Hire may terminate this Rental Contract without liability to Guest.

8.8 Insurance may be invalidated if Guest or a Driver fails to declare (or correctly declare) any accidents, licence endorsements or driving convictions in accordance with clause

7.2(f) of these T&Cs.

8.9 If there is any ambiguity regarding whether a Driver complies with the requirements of Living the Dream Motorhome Hire insurance, the opinion of Living the Dream Motorhome Hire (or its insurer) shall be final.

Security Deposit:

8.10 The hire of the Vehicle is subject to the prior payment of the Security Deposit by Guest in accordance with this clause and clauses 8.11 to 8.21.

8.11 The amount of the Security Deposit is as follows:

(a) For Drivers aged between 25 and 75 (inclusive): £750

8.12 Subject to the Security Deposit Exclusions noted in clause 8.21 below, the Security Deposit covers the liability of Guest in the event of: (i) one Incident only; and (ii) the failure by Guest to return the Vehicle in the same condition as it was when released to

Guest.

8.13 Guest shall be Living the Dream Motorhome Hire a further Security Deposit after each Incident (subject to a maximum number of Incidents which shall be at Living the Dream Motorhome Hire discretion) to continue with the rental of the Vehicle. If Guest fails to pay such further Security Deposit(s) (or more Incidents occur than the maximum number of Incidents permitted by Living the Dream Motorhome Hire at any time), the Rental Contract shall automatically terminate, and Guest will forfeit the full amount of the Hire Charge (and other charges paid by Guest), and Security Deposit(s) already paid.

8.14 The Security Deposit(s) shall be taken as a pre-authorisation on Guest's credit card or debit card at the time of collection. Pre-paid currency cards are not accepted by Living the Dream Motorhome Hire. The card used for the Security Deposit(s) shall be in Guest's name.

8.15 Guest hereby irrevocably authorises Living the Dream Motorhome Hire to deduct from the Security Deposit(s) any amounts due to Living the Dream Motorhome Hire arising under this Rental Contract.

8.16 The Security Deposit(s) are payable in the currency of the Pick-Up Location.

8.17 Living the Dream Motorhome Hire is entitled to withhold the Security Deposit(s) until Guest's liability under this Rental Contract and the full amount of damage or loss has been finally determined by Living the Dream Motorhome Hire.

8.18 The Security Deposit(s) shall be fully refundable to Guest within 28 days of return of the Vehicle to Living the Dream Motorhome Hire in accordance with this Rental Contract provided:

- (a) No Incidents have occurred;
- (b) There are no outstanding insurance claims in relation to the Vehicle, a Guest, or a Driver;
- (c) None of the charges set out in clause 5.3 are payable by Guest; and
- (d) Living the Dream Motorhome Hire does not incur any demurrage costs as a result of the Vehicle being unavailable due to repairs required as a result of an Incident. (Any demurrage recovered from any negligent third party will be refunded to Guest upon its recovery by Living the Dream Motorhome Hire.)

8.19 Living the Dream Motorhome Hire shall apply the Security Deposit(s) to any costs, charges, liabilities, losses, or damages suffered or incurred by Living the Dream Motorhome Hire under clause 8.18.

8.20 Security Deposit Exclusions: Certain charges and costs are excluded from the Security Deposit. These are the 'Security Deposit Exclusions', and they are set out in clause 8.21.

If any of the Security Deposit Exclusions apply, and the Security Deposit does not cover the full amount of such charges or costs, then Guest shall, within 28 days of demand,

forfeit the entire Security Deposit(s) and pay to Living the Dream Motorhome Hire the difference between

the amount of the Security Deposit(s) and the amount of such charges or costs.

8.21 The Security Deposit Exclusions are:

(a) Any charges owing to Living the Dream Motorhome Hire under clause 5.3.

(b) Any costs incurred by Living the Dream Motorhome Hire to:

I. Repair any damage or loss to the Vehicle caused wholly or partly by a breach by Guest of clause 16;

II. Repair any damage or loss to the Vehicle, including mechanical problems in the clutch or gearbox of the Vehicle, which have been caused by a negligent act of, or intentionally caused by, Guest;

III. Repair or replace aerials, glass, or wheels;

IV. Replace missing wheel trims, tools, or spares;

V. Repair any damage caused by Guest failing to follow proper operating procedures for the Vehicle (e.g. use correct fuel, checking oil, coolant levels and air pressure levels);

VI. Repair any damage to the underside of the Vehicle or its roof (which includes the overhead “Luton” area).

VII. Replace the Vehicle if the Vehicle is stolen after Guest left the keys in the ignition or in or on the Vehicle whilst it was unoccupied;

VIII. Repair any damage caused to windscreen, mirrors and/or tyres of the Vehicle and no exclusion applies;

IX. Repair any damage to the Vehicle which is caused by using it in contravention of any legislation or regulation controlling vehicular traffic;

X. Repair any damage to the Vehicle which is caused by freezing/overheating (e.g. unit not winterised or overheating of the Vehicle or systems such as plumbing or water systems);

XI. Repair any damage to the Vehicle (and any associated costs) resulting from recovery of the Vehicle if the Vehicle becomes bogged; and

XII. Repair any damage to the Vehicle caused by a single vehicle roll over of the Vehicle.

## 9 LIABILITY REDUCTION OPTION

9.1 There is no option to reduce the Guest’s liability.

## 10 CLAIMS AND CLAIM SETTLEMENT

10.1 Living the Dream Motorhome Hire shall use its reasonable endeavours to ensure that any money payable to Guest is paid to Guest as quickly as possible. Guest acknowledges, however, that third-party claims can, in some cases, take years to resolve and that the progress of claims is often outside of Living the Dream Motorhome Hire control.

10.2 Living the Dream Motorhome Hire is entitled to withhold the Security Deposit, until Guest's liability and the amount of damage or loss has been finally determined by Living the Dream Motorhome Hire or its insurer.

10.3 Living the Dream Motorhome Hire shall refund the balance of the Security Deposit as soon as reasonably practicable after receiving the final resolution and payment relating to any third-party claim.

10.4 Guest agrees to provide all reasonable assistance to Living the Dream Motorhome Hire in handling any claim including providing all relevant information and evidence and attending court, if necessary, to give oral evidence.

10.5 For information regarding outstanding claims or Security Deposit refunds, Guest should contact [Dreammotorhomehire@gmail.com](mailto:Dreammotorhomehire@gmail.com)

## 11 TERMINATION BY Living the Dream Motorhome Hire

11.1 Living the Dream Motorhome Hire reserves the right to immediately terminate this Rental Contract and to repossess the Vehicle with no refund or other liability to Guest either before, on or after the commencement of hire of the Vehicle if:

- (a) Guest or a Driver does not comply with clause 6.4 and clause 7 of these T&Cs;
- (b) Guest fails to pay the Security Deposit as required under clauses 8.10 to 8.21 of these T&Cs;
- (c) Over-occupancy of the Vehicle relative to the number of seatbelts occurs at any time during the Hire Period;
- (d) Guest is in breach of any material term in this Rental Contract;
- (e) Guest obtained the hire of the Vehicle through fraud or misrepresentation;
- (f) Any statement, representation or warranty made by Guest, or any Driver is incorrect;
- (g) The Vehicle appears to Living the Dream Motorhome Hire to be abandoned;
- (h) There is damage to the Vehicle, regardless of fault;
- (i) The Vehicle is not returned by the Return Date or Living the Dream Motorhome Hire reasonably believes that the Vehicle will not be returned on Return Date; or
- (j) Living the Dream Motorhome Hire reasonably believes that the safety of the public or passengers in the Vehicle is threatened, or the Vehicle is in danger.
- (k) Living the Dream Motorhome Hire is unable to make contact with the guest to confirm collection.

11.2 Guest acknowledges that in the event of termination by Living the Dream Motorhome Hire under clause

12.1, Guest has no right to a refund of the Hire Charges (or any other charges paid by Guest) or the Security Deposit. In addition, Guest may be liable for the additional charges set forth in clause 5.3 of these T&Cs.

11.3 Living the Dream Motorhome Hire reserves the right to terminate this Rental Contract prior to the Hire Period if there are operational issues affecting Living the Dream Motorhome Hire rental fleet.

## 12 CANCELLATION OR CHANGE BY HIRER

Cancellation of Rental Contract:

12.1 If Guest wishes to cancel this Rental Contract, it shall pay the following cancellation charges to Living the Dream Motorhome Hire

(a) If cancelled more than 24 hours after booking: 100% of the total cost

Change to Rental Contract:

12.2 If Guest wishes to make changes to this Rental Contract (for example to change the type of Vehicle, the Hire Period, the Pick-Up Location, or the Return Location), it shall pay the following charges:

(a) If amended more than 30 nights prior to the start of the Hire Period: a fee of £50 plus any increase in Vehicle charges; and

(b) If amended 30 to 15 nights prior to the start of the Hire Period: a fee of £150 fee plus any increase in Vehicle charges.

12.3 Guest cannot make changes to this Rental Contract within 14 nights of the start of the Hire Period.

12.4 Changes to a booking are subject to availability.

12.5 Any refunds payable to Guest resulting from a change to the Rental Contract shall be via credit only to Guest's Living the Dream Motorhome Hire account.

## 13 VEHICLE SUBSTITUTION

13.1 Vehicles are booked by Guest by vehicle category (as determined by Living the Dream Motorhome Hire ) and not by make or model or brand.

13.2 Vehicles supplied by Living the Dream Motorhome Hire may be substituted to alternative brands campervans . Acting reasonably, Living the Dream Motorhome Hire reserves the right to change Guest's selected vehicle type or its specification in the event of unforeseen circumstances such as accidents, operational issues, or other reasons.

13.3 In such circumstances, Guest shall not be liable to Living the Dream Motorhome Hire for any increased rental charges for the substitute Vehicle. However, Guest shall be responsible for any additional running costs pertaining to the substituted Vehicle.

13.4 In the event of a downgraded vehicle type, Guest may be eligible for a partial refund of the Hire Charges.

13.5 If no alternative vehicle is available for Guest, Living the Dream Motorhome Hire liability to Guest is limited to a refund of such portion of the Hire Charge as has been paid to Living the Dream Motorhome Hire by Guest. In all cases, no other refund will be available including compensation

for additional arrangements booked by Guest (such as costs for flights, hotels, activities etc.).

#### 14 MALFUNCTION OF ONBOARD COMPONENTS

14.1 Prior to the collection of the Vehicle by Guest, Living the Dream Motorhome Hire will carry out an inspection of all on-board components to ensure they function correctly.

14.2 On collection, Guest will be shown how each on-board component operates and what to look for if a system fails during the Hire Period.

14.3 If an on-board component malfunctions during the Hire Period, Living the Dream Motorhome Hire will attempt to resolve the issue without requiring Guest to return to the Pick-Up Location, however, this may not always be possible. Living the Dream Motorhome Hire cannot be held responsible should any loss of function happen and shall not be liable to refund any monies nor provide an alternative vehicle to Guest.

14.4 In the case of winter hire, Living the Dream Motorhome Hire cannot be held responsible in the event of any damage or inconveniences caused by freezing conditions. These are the responsibility of Guest.

#### 15 HOLIDAY DISRUPTION COVERAGE

15.1 Should Guest's rental be disrupted by a mechanical breakdown/Vehicle system malfunction (which has not been caused by Guest) which render the Vehicle unusable

for more than 48 hours after first reporting to Living the Dream Motorhome Hire, Guest shall be entitled to a maximum refund equal to the gross nightly rental rate for each night of the Hire Period affected until the breakdown/malfunction is rectified by Living the Dream Motorhome Hire or one Of its agents or representatives.

15.2 Failure of mechanical and Vehicle systems which include cabin heating/hot water,

Water pump, shower, toilet, refrigerator, gas hob/oven must be assessed by Living the Dream Motorhome Hire, or an Living the Dream Motorhome Hire authorised repairer.

15.3 Guest shall only be eligible for a refund under clause 15.1 if Guest notifies Living the Dream Motorhome Hire Of the breakdown/malfunction promptly upon its occurrence. Failure to so notify Acknowledges that the breakdown/malfunction is of such a minor nature that Guest Does not wish to make a claim for loss of time in respect of the rental.

15.4 Defects and repairs of the radio/CD player, Sat Nav, reversing camera, bike racks and Cruise control etc. Are considered minor and are excluded from the scope of this clause

## 16 USE OF THE VEHICLE

16.1 Only persons identified in the Rental Contract as Driver may drive the Vehicle.

16.2 Guest agrees that during the Hire Period, it will not allow the Vehicle to:

- (a) Be driven outside the UK or Ireland, except if Mainland Europe insurance option is Purchased;
- (b) Be driven by anyone who is not a Driver;
- (c) Be driven for any business or commercial use;
- (d) Be driven by anyone whose blood alcohol concentration exceeds the lawful percentage;
- (e) Be driven by anyone who has consumed or is under the influence of any illegal Substance;
- (f) Be driven during any adverse weather or other unsafe conditions;
- (g) Be used to carry persons for hire, gain or reward;
- (h) Be used to carry any inflammable, explosive or corrosive materials;
- (i) Be used to push or tow any vehicle, trailer, boat, or other object (unless authorised in Advance by Living the Dream Motorhome Hire );
- (j) Carry any greater load and/or number of persons than for which the Vehicle is designed;
- (k) Be used for racing, pace-making, speed trials, or driving in a dangerous, wilful, or Reckless manner;
- (l) Be used to carry illegal substances or product either for commercial purposes, financial Gain, or delivery of such goods;
- (m) Be driven in an unsafe or roadworthy condition;
- (n) Be driven on unsealed and non-public roads;
- (o) Be driven on any unnumbered roads and highways;
- (p) Be driven without the permission of Living the Dream Motorhome Hire;

- (q) Be driven other than in a cautious, prudent, and normal manner;
- (r) Be left unattended with the ignition key in the ignition.
- (s) Be left unlocked while it is unoccupied;
- (t) Be submerged in water or to come into contact with salt water; or
- (u) Be driven into areas at war.

Guest acknowledges that Living the Dream Motorhome Hire may, at any time and at its sole discretion, restrict Guest from driving the Vehicle in certain areas due to adverse road or weather conditions or Any other reasonable cause.

## 17 ROADSIDE ASSISTANCE AND VEHICLE MAINTENANCE

### Roadside assistance

17.1 Living the Dream Motorhome Hire provides, through its network of third-party partners, 24-hour roadside Assistance to Guest during the Hire Period.

17.2 Roadside assistance covers mechanical faults to the base chassis of the Vehicle only. Any callout charges incurred by Guest for any other issue (e.g., a flat Vehicle battery) will be payable by Guest to either Living the Dream Motorhome Hire or its third-party partner.

17.3 Roadside assistance may not be available in the location of Guest's Vehicle at the time of the fault. In such event, Guest may be required to contact nearby repairers, mechanics, and other necessary suppliers to assist in addressing the fault.

17.4 Assistance/recovery times are dependent on availability of Living the Dream Motorhome Hire third party partners and the location of Guest's Vehicle at the time of the fault.

### Vehicle maintenance

17.5 Guest shall take reasonable steps to properly maintain the Vehicle during the Hire Period. This includes checking the oil, coolant and AdBlue® levels, tyre pressures and batteries every 500 miles/km.

17.6 Guest shall promptly report to Living the Dream Motorhome Hire as soon as possible, where the oil is above or below the recommended level or if the oil warning indication light is illuminated. Guest must add water/coolant to the cooling system and use a licenced mechanic to perform any tasks necessary and in accordance with the manufacturer's specifications.

17.7 Guest acknowledges that any loss or damage occasioned to the Vehicle as a result of Guest's failure to maintain the Vehicle in accordance with this clause must be paid by Guest.



17.8 Guest will be fully liable for any costs associated with the incorrect use of fuel in the Vehicle.

17.9 Guest shall report all faults or damage caused to the Vehicle to Living the Dream Motorhome Hire within 24 hours of Guest becoming aware of them.

## 18 RESPONSIBILITY WHEN AN INCIDENT OCCURS

18.1 In the event of an Incident, Guest shall:

- (a) Notify Living the Dream Motorhome Hire within 24 hours of the Incident;
- (b) Obtain the names and addresses of third parties and any witnesses and report the Incident to the nearest police station;
- (c) Complete the Incident reporting form located in the Vehicle (or sent by Living the Dream Motorhome Hire by email);
- (d) Not make any admission of liability or make a settlement offer to other parties;
- (e) Assist Living the Dream Motorhome Hire in handling any claim arising from the Incident;
- (f) Pay any costs relating to a change of vehicle as a result of an Incident regardless of which party is at fault;
- (g) Accept that the Security Deposit will not be refunded until the claim is settled;
- (h) Return the Vehicle to Living the Dream Motorhome Hire if requested to so that damage can be assessed;

18.2 Guest acknowledges that:

- (a) The Security Deposit or other amount(s) due in respect of an Incident shall be paid at the time of reporting the Incident and not at the end of the Hire Period, regardless of which party is at fault; and
- (b) An alternative vehicle is not guaranteed and there will be no refund for unused days as a result of termination of this Rental Contract due to damage caused by an Incident.

## 19 VIOLATION OF TRAFFIC LAWS AND REGULATIONS

19.1 Each Driver is 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 penalty or infringement is presented to Living the Dream Motorhome Hire relating to Guest's hire of the Vehicle, Living the Dream Motorhome Hire will charge Guest the full cost of such penalty or infringement together with the Driver penalty charge set forth in clause 5.3 of these T&Cs.

19.3 Living the Dream Motorhome Hire does not hold any responsibility for appealing the penalty or infringement; this is sole the responsibility of Guest or the relevant Driver

19.4 If a refund of a penalty or infringement is provided to Living the Dream Motorhome Hire by the relevant authority, Living the Dream Motorhome Hire will refund this to Guest (minus the Driver penalty charge set forth in clause 5.3 of these T&Cs).

19.5 Guest is responsible for paying the M50 road toll in Ireland. The toll fee is automatically paid by Living the Dream Motorhome Hire however it will be recharged to Guest within 28 days of occurrence.

## 20 SMOKING

20.1 Smoking is strictly prohibited in, or within 5 metres of, the Vehicle.

## 21 PETS

21.1 All Living the Dream Motorhome Hire vehicle types are dog friendly.

21.2 Domestic pet dogs only may be carried (maximum of 2 dogs per Vehicle) provided

Guest has paid the Pet fee Optional Extra. Please contact Living the Dream Motorhome Hire for details.

21.3 Guest is solely responsible for ensuring compliance with all animal protection, carriage, vaccination, and transit/entry laws and regulations required during the Hire Period.

21.4 Costs, including cleaning, incurred due to non-compliance with this clause 21 and any loss consequently incurred by Living the Dream Motorhome Hire due to the unavailability of the Vehicle for other Guests shall be borne entirely by Guest.

## 22 EXCHANGE RATE FLUCTUATIONS/REFUNDS

22.1 Transactions under this Rental Contract are conducted in the currency of the Pick-Up Location.

22.2 Guest acknowledges that, due to exchange rate fluctuations, in some instances there may be variance between the amount initially debited against Guest's payment card and the amount subsequently refunded. Living the Dream Motorhome Hire has no control over such variations and Guest accepts they are at its sole risk.

22.3 Refunds (including repayment of the Security Deposit) can take up to 28 days to clear Guest's account.

## 23 COMPLAINTS

23.1 If Guest has a complaint in relation to Living the Dream Motorhome Hire or the Vehicle, it should report the same as soon as possible to the Pick-Up Location. Living the Dream Motorhome Hire will attempt to resolve the complaint as soon as possible.

23.2 In the event that a complaint is not satisfactorily resolved, Guest may submit a formal complaint to Living the Dream Motorhome Hire using the contact details at the top of these T&Cs.

23.3 All complaints should be submitted by Guest within 14 days of the end of the Hire Period.

## 24 Living the Dream Motorhome Hire LIABILITY

24.1 Nothing in this Rental Contract limits any liability which cannot legally be limited, including liability for:

- (a) Death or personal injury caused by negligence; and
- (b) Fraud or fraudulent misrepresentation.

24.2 Subject to clause 24.1:

(a) Living the Dream Motorhome Hire total liability to Guest is limited to the total amount received from Guest under this Rental Contract as at the Pick-Up Date (excluding the Security Deposit);

and

(b) The following types of loss are wholly excluded under this Rental Contract: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; and (v) indirect or consequential loss.

24.3 Unless Guest notifies Living the Dream Motorhome Hire that it intends to make a claim in respect of an event within the notice period, Living the Dream Motorhome Hire shall have no liability for that event. The notice period for an event shall start on the day on which Guest became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

## 25 PRIVACY

Living the Dream Motorhome Hire will process Guest's personal data only in accordance with its Privacy

Policy which is available at <https://www.thlonline.com/privacy>

## 26 GENERAL

26.1 Except as set out in these T&Cs, no variation of the Rental Contract shall be effective unless it is in writing and signed by both Guest and an authorised representative of Living the Dream Motorhome Hire.

26.2 Unless it expressly states otherwise, the Rental Contract does not give rise to any rights

under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Rental Contract.

26.3 If any provision or part-provision of the Rental Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Rental Contract. If any provision or part-provision of the Rental Contract is deleted under this clause 26.3, Guest and Living the Dream Motorhome Hire shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

26.4 This Rental Contract is constituting the entire agreement between Living the Dream Motorhome Hire and Guest and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between Living the Dream Motorhome Hire and Guest, whether written or oral, relating to its subject matter.

26.5 Living the Dream Motorhome Hire brochures, websites and advertising material contain only representations of Living the Dream Motorhome Hire vehicles. Guest acknowledges that pictures, illustrations, descriptions, and measurements of Living the Dream Motorhome Hire vehicles may be different to the Vehicle offered to Guest due to modifications and/or upgrades.

Living the Dream Motorhome Hire is not liable to Guest for any such variance.

26.6 Each of Living the Dream Motorhome Hire and Guest acknowledges that in entering into this Rental Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Rental Contract.

26.7 Living the Dream Motorhome Hire shall not be in breach of the Rental Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Rental Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

26.8 A waiver of any right or remedy under the Rental Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A

failure or delay by Living the Dream Motorhome Hire to exercise any right or remedy provided under the Rental Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Rental Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

26.9 The Rental Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of United Kingdom.

26.10 Living the Dream Motorhome Hire and Guest irrevocably agree that the courts of United Kingdom shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Rental Contract or its subject matter or formation.

The Hire Agreement was read ;

AGREED AND ACCEPTED:

1. By Guest: \_\_\_\_\_

Name: \_\_\_\_\_

2. By Driver: \_\_\_\_\_

Name: \_\_\_\_\_

3. By Driver: \_\_\_\_\_

Name: \_\_\_\_\_

4. By Driver: \_\_\_\_\_

Name: \_\_\_\_\_

5. By Driver: \_\_\_\_\_

Name: \_\_\_\_\_

6. By Living the Dream Motorhome Hire authorised representative: \_\_\_\_\_

Name: \_\_\_\_\_

Date: