INTRODUCTION

Welcome and thank you for choosing Living the Dream Motorhome Hire NI on your holiday of a lifetime. We wish you a safe holiday full of fun and adventure. At Living the Dream Motorhome Hire NI. It is our intention to offer you the best experience. Please read the following Terms and Conditions ('T&Cs') carefully as they form part of your Rental Contract.

DEFINITIONS

Living the Dream Motorhome Hire NI

29a Carrowdore Rd, Greyabbey, BT22 2ul

'Condition Report' means the report provided by Living the Dream Motorhome Hire NI to Guest at collection describing the current condition of the Vehicle.

'Guest' means: (i) the person or persons named as the hirer of the Vehicle in Part A; (ii) any person or persons whose credit or debit card is presented in payment for payment of the hire of the Vehicle; or (iii) any person or persons who deem or deems themselves to be the legal entity ultimately responsible for the Vehicle during the term of the Rental Agreement.

'Driver' means the person or persons named as the driver(s) of the Vehicle in Part A.

'Hire Charge' means the total charge for the hire of the Vehicle as stated in Part A.

'Hire Period' means the period for the hire of the Vehicle as stated in Part A (or as extended under clause 13 of these T&Cs).

'Incident' means any event causing: (i) theft of the Vehicle; (ii) damage or loss to the Vehicle

(both interior and exterior) or its equipment, fixtures, fittings, windows, or tyres; or (iii) damage

or loss to third party property.

'Optional Extras' means:

- (a) Bedding (towels, sheets, pillows and duvet)
- (b) (towels, sheets, pillows and duvet)
- (a) Bedding (towels, sheets, duvet, pillows)
- (b) Toilet chemicals;
- (c) Child seat(s);

- (d) Pet fee;
- (e) Full camping gas bottle(s);
- (f) Easy Return service;
- (g) Drop and Go service; and
- (h) Additional optional extras may be available.

'Part A' means Part A of this Rental Contract.

'Pick-Up Date' means the date when Guest is to collect the Vehicle as specified in the rental contract.

'Pick-Up Location' means the location that Guest is to collect the Vehicle from, as specified in rental contract.

'Pick-Up Window' means any time between 11am and 4pm each day (Monday to Thursday)

when the Pick-Up Location is open for business and when vehicles can be collected.

'Rental Contract' means Guest's contract with Living the Dream Motorhome Hire NI as confirmed via email to Guest upon booking. It includes Part A, these T&Cs and when Guest collects the Vehicle, the Condition Report.

'Return Date' means the date and time for the Vehicle to be returned to Living the Dream Motorhome Hire NI as specified in the rental contract.

'Return Location' means the location that Guest is to return the Vehicle to, as specified in the rental contract.

'Return Window' means any time between 8am and 11am each day (Monday to Saturday)

when vehicles can be returned.

'Vehicle' means the vehicle under hire as described under the heading 'Vehicle' in the rental contract. It includes the tyres, tools, accessories, all documents relating to the Vehicle, the living equipment, appliances and any other special equipment, and any replacement or substitute vehicle provided by Living the Dream Motorhome Hire NI to Guest under the Rental Contract.

'Security Deposit' means the amount (as specified in clause 7.11 of these T&Cs) payable by

Guest to Living the Dream Motorhome Hire NI and held as security by Living the Dream Motorhome Hire NI in relation to Guest's hire of the Vehicle.

'Losses 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.

INTERPRETATION

- 1.1 This Rental Contract is between the Guest and Living the Dream Motorhome Hire NI. It has been written in
- 1.2 Plain language. Guest should contact Living the Dream Motorhome Hire NI regarding any questions or queries It has in relation to this Rental Contract using the contact details at the top of these T&Cs.
- 1.3 If there is any inconsistency between any of the provisions in these T&Cs and Part A, these
- 1.4 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.

- 1.5 A person includes a natural person, corporate or unincorporated body (whether having
- 1.6 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.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and,
- 1.8 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.
- 1.9 A reference to legislation or a legislative provision shall include all subordinate legislation
- 1.10 Made from time to time.

2. BOOKING AND PAYMENT

- 2.1 A reservation is only binding after Living the Dream Motorhome Hire NI have sent Guest a booking Confirmation email. The Rental Contract shall only be binding on Guest and Living the Dream Motorhome Hire NI once the booking confirmation email has been sent and the deposit/rental fee is paid.
- 2.2 Living the Dream Motorhome Hire NI reserves the right to refuse any rental application at its discretion.
- 2.3 All prices are quoted and charged in the local currency of the Pick-Up Location.
- 2.4 Living the Dream Motorhome Hire NI can only accept payment by credit card (Visa or MasterCard only) or Debit card (Visa Debit/MasterCard Debit only).
- 2.5 Unless Living the Dream Motorhome Hire NI offers a Guest a deposit option, Guest shall pay the Hire Charge In full at the time of booking. If Living the Dream Motorhome Hire NI offers Guest a deposit option, Guest shall Pay 25% of the Hire Charge at the time of booking with the balance of the Hire Charge To be paid by Guest at least 14 days prior to start of the Hire Period.
- 2.6 Under no circumstances will Living the Dream Motorhome Hire NI release the Vehicle to Guest unless full Payment of the Hire Charge has been received by Living the Dream Motorhome Hire NI (in cleared funds).
- 3. HIRE CHARGE WHAT'S INCLUDED
- 3.1 Unless otherwise stated, the Hire Charge includes:
 - (a) Hire of the Vehicle for the Hire Period;
 - (b) Local sales tax (e.g., VAT);
 - (c) Government road tax;
 - (d) Unlimited mileage;
 - (e) A kitchen kit;

- (f) 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
- (g) Insurance (as described in, and subject to the limitations and exclusions stated in, Clauses 7.1 to 7.9 of these T&Cs);
- (h) Holiday Disruption Coverage (as described in, and subject to the limitations and Exclusions stated in clause 17 of these T&Cs); and
- (i) Roadside assistance (as described in, and subject to the limitations and exclusions stated In clauses 19.1 to 19.4 of these T&Cs).

4. HIRE CHARGE – WHAT'S NOT INCLUDED

- 4.1 Unless otherwise stated in the rental contract, the Hire Charge does not include:
 - (a) Optional Extras. These can be purchased separately by Guest. Please visit our websites For additional details, availability, and pricing;
- (b) The Security Deposit. This will be deducted from Guest on collection. Please see clauses 7.10 to 7.21 for details;
- (c) The Liability Reduction Option. This can be purchased separately by Guest. Please see clause 8 for details; or
- 4.2 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/€15 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/€2.50 per endorsement per night of the Hire Period.
- 4.3 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, in Living the Dream Motorhome Hire NI

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 NI 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 the UK & Ireland to refill the Vehicle to the required level together with a service fee of £50/€60.

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 NI 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 NI receives notification of a driving penalty (including parking fines and speeding tickets) which was incurred during the Hire Period. See clause 21 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 14 of these T&Cs. As set forth in clause 14 of these T&Cs.

Change request charge

This applies if Guest requests to change any of the terms of Part A under clause 14.3 of these T&Cs. Unless the cover has been purchased. As set forth in clause 14.3 of these T&Cs.

Smoke cleaning charge

This applies if any person smokes inside the Vehicle during the Hire Period. £200.

Unauthorised pet charge

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

£250

£50.

Administration charge

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

5. VEHICLE COLLECTION AND RETURN

Vehicle collection:

- 5.1 Guest shall collect the Vehicle from Pick-Up Location during the Pick-Up Window on the Pick-Up Date.
- 5.2 Guest should allow at least one hour to complete the Vehicle collection process.
- 5.3 Guest shall pay the Security Deposit in accordance with clauses 7.10 to 7.21 of these T&Cs.
- 5.4 Each Driver must be present on collection of the Vehicle. They must provide their full valid driving licence (as outlined in clause 6 of these T&Cs), along with their passport or identity card and credit/debit card for the Security Deposit. Photocopies of these documents will not be accepted.

- 5.5 The Vehicle will not be released without two forms of valid photo identification and full payment of the Security Deposit.
- 5.6 Living the Dream Motorhome Hire NI shall supply the Vehicle in a clean, safe, and roadworthy condition which complies with Living the Dream Motorhome Hire NI quality assurance program and all regulatory and registration requirements applicable in the country of the Pick-Up Location.
- 5.7 By signing the Rental Contract, Guest acknowledges and agrees that:
- (a) The Vehicle was provided to Guest in a good operating condition and fit for hire;
- (b) 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);
- (c) The Vehicle and its contents always remain the sole property of Living the Dream Motorhome Hire NI; and
- (d) 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.

- 5.8 Living the Dream Motorhome Hire NI 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 NI 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.
- 5.9 It is Guest's responsibility to ensure that it presents all the correct documentation and identification to Living the Dream Motorhome Hire NI on collection of the Vehicle. Should Guest fail to do so, then Living the Dream Motorhome Hire NI will be unable to release the Vehicle to Guest and the Rental Contract will be terminated in accordance with clause 13 of these T&Cs.
- 5.10 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:

5.11 Guest shall return the Vehicle to the Return Location during the Return Window on the

Return Date.

- 5.12 Guest should allow up to 30 minutes to complete the Vehicle return process and for Living the Dream Motorhome Hire NI to check the Vehicle.
- 5.13 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).
- 5.14 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 NI to check the return condition.
- 5.15 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 NI if it wishes to return the Vehicle early (and any such return will be entirely at Guest's cost).
- 5.16 Guest shall immediately notify Living the Dream Motorhome Hire NI 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:

5.17 Living the Dream Motorhome Hire NI 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 NI and pay such additional charges as Living the Dream Motorhome Hire NI may specify. Such payments shall be made by credit/debit card over the telephone or at a Living the Dream Motorhome Hire NI branch immediately upon authorisation of the extension.

6. DRIVERS AND DRIVING LICENCES

Drivers:

- 6.1 No more than four Drivers can be named in respect of any Vehicle.
- 6.2 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) Provide Living the Dream Motorhome Hire NI with two separate forms of photographic identification on collection of the Vehicle. Excepted ID includes a valid passport, identity card and drivers licence.
- (c) In reference to Living the Dream Motorhome Hire NI, be aged between 25 and 75 (inclusive);
- (d) Be present at collection of the Vehicle;
- (e) Be liable for any legal penalties (including, without limitation parking fines and speeding penalties) incurred or imposed during the Hire Period; and
- (f) 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 NI 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 NI prior to collection to check if specific endorsements will prevent a Driver from driving the Vehicle.

Driving licences:

- 6.3 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 NI 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 NI depending on the country where the licence was issued. Please contact Living the Dream Motorhome Hire NI for more details;
- 6.4 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 UK & Ireland 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 NI at time of collection of the Vehicle

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

7. INSURANCE AND SECURITY DEPOSIT

Insurance:

7.1 Living the Dream Motorhome Hire NI provides comprehensive insurance and public liability insurance (the latter of which is subject to a limit of £5million/€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 NI by Guest at collection in relation to each Driver is correct;

- and (ii) each Driver complies with the requirements as set forth in clauses 6, 7.6 and 17 of these T&Cs).
- 7.2 Only Drivers are insured to drive the Vehicle.
- 7.3 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.
- 7.4 Living the Dream Motorhome Hire NI strongly recommends that Guest takes out its own personal travel insurance.
- 7.5 No other comprehensive insurance is acceptable for the rental of the Vehicle.
- 7.6 Living the Dream Motorhome Hire NI 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 6 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.
- 7.7 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 NI may terminate this Rental Contract without liability to Guest.
- 7.8 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
- 6.2(f) of these T&Cs.
- 7.9 If there is any ambiguity regarding whether a Driver complies with the requirements of Living the Dream Motorhome Hire NI insurance, the opinion of Living the Dream Motorhome Hire NI (or its insurer) shall be final.

Security Deposit:

7.10 The hire of the Vehicle is subject to the prior payment of the Security Deposit by Guest

in accordance with this clause and clauses 7.11 to 7.21.

- 7.11 The amount of the Security Deposit is as follows:
- (a) For Drivers aged between 25 and 75 (inclusive): £1000
- 7.12 Subject to the Security Deposit Exclusions noted in clause 7.21 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.
- 7.13 Guest shall be required to pay Living the Dream Motorhome Hire NI a further Security Deposit after each Incident (subject to a maximum number of Incidents which shall be at Living the Dream Motorhome Hire NI 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 NI 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.
- 7.14 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 NI. The card used for the Security Deposit(s) shall be in Guest's name.
- 7.15 Guest hereby irrevocably authorises Living the Dream Motorhome Hire NI to deduct from the Security Deposit(s) any amounts due to Living the Dream Motorhome Hire NI arising under this Rental Contract.
- 7.16 The Security Deposit(s) are payable in the currency of the Pick-Up Location.
- 7.17 Living the Dream Motorhome Hire NI 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 NI.
- 7.18 The Security Deposit(s) shall be fully refundable to Guest within 28 days of return of the Vehicle to Living the Dream Motorhome Hire NI 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 4.3 are payable by Guest; and
- (d) Living the Dream Motorhome Hire NI 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 NI.)
- 7.19 Living the Dream Motorhome Hire NI shall apply the Security Deposit(s) to any costs, charges, liabilities, losses, or damages suffered or incurred by Living the Dream Motorhome Hire NI under clause 7.18.
- 7.20 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 7.21.

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

- 7.21 The Security Deposit Exclusions are:
- (a) Any charges owing to Living the Dream Motorhome Hire NI under clause 4.3.
- (b) Any costs incurred by Living the Dream Motorhome Hire NI to:
- I. Repair any damage or loss to the Vehicle caused wholly or partly by a breach by Guest of clause 18;
- 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 (unless windscreen, mirror and tyre protection is included (see clause 10 of these T&Cs for details) 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 FLEXIBLE CHANGE COVER

- 9.1 Flexible change cover includes one amendment and one cancellation
- 9.2 Flexible change cover must be added at the time of booking confirmation.
- 9.3 Amendments
- (a) One free amendment to the date, pick up or drop off location or vehicle type to the confirmed booking is included.
- (b) Amendments are subject to availability.
- (c) Guests are responsible for any price increases resulting from the booking amendment.
- (d) No refunds will be issued for amendments resulting in a lower price.
- (e) Adding or removing extra hire items can be done at any time and shall not be deemed an amendment

9.4 Cancellations

- (a) Cancellations made 14 nights or more prior to the pick-up date will incur no charges.
- (b) Cancellations made within 14 nights of the pick-up date will incur standard cancellation fees.
- (c) The original booking travel dates will be used to calculate any cancellation fees.
- (d) The charge for the flexible change cover is not included in any refunds

10 MAINLAND EUROPE COVER

- 10.1 Mainland Europe Cover is mandatory for guests travelling to mainland Europe.
- 10.2 Should a guest travel to mainland Europe without purchasing Mainland Europe Cover, the guest will be in breach of the terms and conditions.
- 10.3 The following Countries are covered by the Mainland Europe Cover; Andorra, Austria, Belgium, Croatia, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Switzerland (including Liechtenstein), Sweden.
- 10.4 Travel outside of the countries listed above will be in breach of these terms and conditions. Please check your route carefully and ensure you do not go outside of these countries.

11 WINDSCREEN, MIRROR, AND TYRE PROTECTION

- 11.1 Windscreen, mirror, and tyre protection is included within High Road or Value Pack that covers replacement or repair of the Vehicle's windscreen, external mirrors, or tyre damage. It can be purchased by Guest at the time of booking online or on or before collection of the Vehicle. It cannot be purchased after the start of the Hire Period.
- 11.2 Windscreen, mirror, and tyre protection is limited to replacement or repair of one windscreen, two mirrors or two tyres, after which normal replacement costs will be payable by Guest to Living the Dream Motorhome Hire NI.

12 CLAIMS AND CLAIM SETTLEMENT

12.1 Living the Dream Motorhome Hire NI 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 NI control.

- 12.2 Living the Dream Motorhome Hire NI 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 NI or its insurer.
- 12.3 Living the Dream Motorhome Hire NI 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.
- 12.4 Guest agrees to provide all reasonable assistance to Living the Dream Motorhome Hire NI in handling any claim including providing all relevant information and evidence and attending court, if necessary, to give oral evidence.
- 12.5 For information regarding outstanding claims or Security Deposit refunds, Guest should

contact livingthedreamcamperhire@gmail.com

- 13 TERMINATION BY Living the Dream Motorhome Hire NI
- 13.1 Living the Dream Motorhome Hire NI 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 5.4 and clause 6 of these T&Cs;
- (b) Guest fails to pay the Security Deposit as required under clauses 7.10 to 7.21 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 NI 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 NI reasonably believes that the Vehicle will not be returned on Return Date; or

- (j) Living the Dream Motorhome Hire NI reasonably believes that the safety of the public or passengers in the Vehicle is threatened, or the Vehicle is in danger.
- 13.2 Guest acknowledges that in the event of termination by Living the Dream Motorhome Hire NI under clause
- 13.1, 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 4.3 of these T&Cs.
- 13.3 Living the Dream Motorhome Hire NI reserves the right to terminate this Rental Contract prior to the Hire Period if there are operational issues affecting Living the Dream Motorhome Hire NI rental fleet.

14 CANCELLATION OR CHANGE BY HIRER

Cancellation of Rental Contract:

- 14.1 If Guest wishes to cancel this Rental Contract, it shall pay the following cancellation charges to Living the Dream Motorhome Hire NI:
- (a) If cancelled within 24 hours of booking: 100% of the total cost will be refunded.
- (b) If cancelled more than 42 nights prior to the start of the Hire Period: 25% of the total hire cost or 100% of booking deposit (whichever is greater);
- (c) If cancelled 41 to 15 nights prior to the start of the Hire Period: 50% of the total hire cost; and
- (d) If cancelled 14 nights or less prior to the start of the Hire Period, or no-show: 100% of the total hire cost.
- 14.2No refund is available on any low-cost relocation deals.

Change to Rental Contract:

- 14.3 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 £100 fee plus any increase in Vehicle charges.

- 14.4 Guest cannot make changes to this Rental Contract within 14 nights of the start of the Hire Period.
- 14.5 Changes to a booking are subject to availability.
- 14.6 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 NI account.

15 VEHICLE SUBSTITUTION

- 15.1 Vehicles are booked by Guest by vehicle category (as determined by Living the Dream Motorhome Hire NI) and not by make or model or brand.
- 15.2 In such circumstances, Guest shall not be liable to Living the Dream Motorhome Hire NI for any increased rental charges for the substitute Vehicle. However, Guest shall be responsible for any additional running costs pertaining to the substituted Vehicle.
- 15.3 In the event of a downgraded vehicle type, Guest may be eligible for a partial refund of the Hire Charges.
- 15.4 If no alternative vehicle is available for Guest, Living the Dream Motorhome Hire NI 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 NI 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.).

16 MALFUNCTION OF ONBOARD COMPONENTS

- 16.1 Prior to the collection of the Vehicle by Guest, Living the Dream Motorhome Hire NI will carry out an inspection of all onboard components to ensure they function correctly.
- 16.2 On collection, Guest will be shown how each onboard component operates and what to look for if a system fails during the Hire Period.
- 16.3 If an onboard component malfunctions during the Hire Period, Living the Dream Motorhome Hire NI 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 NI 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.
- 16.4 In the case of winter hire, Living the Dream Motorhome Hire NI cannot be held responsible in the event of any damage or inconveniences caused by freezing conditions. These are the responsibility of Guest.

17 HOLIDAY DISRUPTION COVERAGE

- 17.1 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 NI, 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 NI.
- 17.2 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 NI, or an Living the Dream Motorhome Hire NI authorised repairer.
- 17.3 Guest shall only be eligible for a refund under clause 17.1 if Guest notifies Living the Dream Motorhome Hire NI 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.
- 17.4 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

18 USE OF THE VEHICLE

- 18.1 Only persons identified in the Rental Contract as Driver may drive the Vehicle.
- 18.2 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 NI);
- (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:
- (I) 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 unroadworthy 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 thl UK & Ireland;
- (g) 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 NI 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.

19 ROADSIDE ASSISTANCE AND VEHICLE MAINTENANCE

Roadside assistance

- 19.1 Living the Dream Motorhome Hire NI provides, through its network of third-party partners, 24-hour roadside assistance to Guest during the Hire Period.
- 19.2 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 NI or its third-party partner.

- 19.3 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.
- 19.4 Assistance/recovery times are dependent on availability of Living the Dream Motorhome Hire NI third-party partners and the location of Guest's Vehicle at the time of the fault.

Vehicle maintenance

- 19.5 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.
- 19.6 Guest shall promptly report to Living the Dream Motorhome Hire NI 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.
- 19.7 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.
- 19.8 Guest will be fully liable for any costs associated with the incorrect use of fuel in the Vehicle.
- 19.9 Guest shall report all faults or damage caused to the Vehicle to thl UK & Ireland within 24 hours of Guest becoming aware of them.

20 RESPONSIBILITY WHEN AN INCIDENT OCCURS

- 20.1 In the event of an Incident, Guest shall:
- (a) Notify Living the Dream Motorhome Hire NI 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 NIby email);
- (d) Not make any admission of liability or make a settlement offer to other parties;

- (e) Assist Living the Dream Motorhome Hire NI 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 NI if requested to so that damage can be assessed;
- 20.2 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.

21 VIOLATION OF TRAFFIC LAWS AND REGULATIONS

- 21.1 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.
- 21.2 If any traffic violation penalty or infringement is presented to Living the Dream Motorhome Hire NI relating to Guest's hire of the Vehicle, Living the Dream Motorhome Hire NI will charge Guest the full cost of such penalty or infringement together with the Driver penalty charge set forth in clause 4.3 of these T&Cs.
- 21.3 Living the Dream Motorhome Hire NI does not hold any responsibility for appealing the penalty or infringement; this is sole the responsibility of Guest or the relevant Driver.
- 21.4 If a refund of a penalty or infringement is provided to Living the Dream Motorhome Hire NI by the relevant authority, Living the Dream Motorhome Hire NI will refund this to Guest (minus the Driver penalty charge set forth in clause 4.3 of these T&Cs).
- 21.5 Guest is responsible for paying the M50 road toll in Ireland. The toll fee is automatically paid by Living the Dream Motorhome Hire NI however it will be recharged to Guest within 28 days of occurrence.

22 SMOKING

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

23 PETS

- 23.1 All Living the Dream Motorhome Hire NI vehicle types are dog friendly.
- 23.2 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 NI for details.

- 23.3 Guest is solely responsible for ensuring compliance with all animal protection, carriage, vaccination, and transit/entry laws and regulations required during the Hire Period
- 23.4 Costs, including cleaning, incurred due to non-compliance with this clause 23 and any loss consequently incurred by Living the Dream Motorhome Hire NI due to the unavailability of the Vehicle for other Guests shall be borne entirely by Guest.

24 EXCHANGE RATE FLUCTUATIONS/REFUNDS

- 24.1 Transactions under this Rental Contract are conducted in the currency of the Pick-Up Location.
- 24.2 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 NI has no control over such variations and Guest accepts they are at its sole risk.
- 24.3 Refunds (including repayment of the Security Deposit) can take up to 28 days to clear Guest's account.

25 COMPLAINTS

25.1 If Guest has a complaint in relation to Living the Dream Motorhome Hire NI or the Vehicle, it should report the

same as soon as possible to the Pick-Up Location. Living the Dream Motorhome Hire NI will attempt to resolve the complaint as soon as possible.

- 25.2 In the event that a complaint is not satisfactorily resolved, Guest may submit a formal complaint to Living the Dream Motorhome Hire NI using the contact details at the top of these T&Cs.
- 25.3 All complaints should be submitted by Guest within 14 days of the end of the Hire Period.
- 26 Living the Dream Motorhome Hire NI LIABILITY
- 26.1 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.

26.2 Subject to clause 26.1:

- (a) Living the Dream Motorhome Hire NI 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.
- 26.3 Unless Guest notifies Living the Dream Motorhome Hire NI that it intends to make a claim in respect of an event within the notice period, Living the Dream Motorhome Hire NI 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.

27 PRIVACY

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

28 GENERAL

- 28.1 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 NI.
- 28.2 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.
- 28.3 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 28.3, Guest and Living the Dream Motorhome Hire NI 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.

- 28.4 This Rental Contract is constituting the entire agreement between Living the Dream Motorhome Hire NI and Guest and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between Living the Dream Motorhome Hire NI and Guest, whether written or oral, relating to its subject matter.
- 28.5 Living the Dream Motorhome Hire NI websites and advertising material contain only representations of Living the Dream Motorhome Hire NI vehicles. Guest acknowledges that pictures, illustrations, descriptions, and measurements of Living the Dream Motorhome Hire NI vehicles may be different to the Vehicle offered to Guest due to modifications and/or upgrades. Living the Dream Motorhome Hire NI is not liable to Guest for any such variance.
- 28.6 Each of Living the Dream Motorhome Hire NI 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.
- 28.7 Living the Dream Motorhome Hire NI 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.
- 28.8 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 NI 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.
- 28.9 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.
- 28.10 Living the Dream Motorhome Hire NI 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.

Terms and conditions that was sent via email is ;
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 NI authorised representative:
Name:
Date: