

Ultimate Motorhomes Terms & Conditions

General

Hire rates quoted include:

- UK standard vehicle insurance*
- UK Standard equipment & breakdown**

*Insurance loading. In some cases, Ultimate Motorhomes will incur additional charges if the driver to be insured has a traffic conviction, or is in an occupation, which is deemed high risk. These charges will be passed onto the customer. **Please note:** If you have any serious convictions within the last 11 years, 6 or more penalty points, or any concerns regarding points on your licence, you must make us aware of this in writing before hire.

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

1. Definitions

a) 'I', 'me' and 'my' refers jointly and severally to the person or persons who are the customers. 'This Agreement' means the Rental Agreement, the Insurance Motor Rental Agreement and these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and any other Ultimate Motorhomes literature, the provisions of these Terms and Conditions apply.

b) 'Customer' means the person or persons nominated as the hirer on the Rental Agreement and any person whose payment card is presented in payment of the customer's charges.

c) 'Living Equipment' includes but is not limited to DVD player, crockery, cutlery and cooking utensils.

d) 'Rental Period' means the hire period referred to on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control.

e) 'Vehicle' means the vehicle as described on the Rental Agreement and includes tyres, tools, accessories, the living equipment and any other special equipment and documents related to the vehicle.

2. Eligibility & Licences

I acknowledge that:

a) Drivers must be between 25 to 75 years of age, of good health and have held a full valid driving licence for more than 2 years.

b) Production of a valid standard driver's licence is required from all drivers at the start of the hire.

c) Drivers are personally liable for all legal penalties (e.g. parking tickets) which are incurred during the period of hire.

d) Details of additional drivers are required as above.

e) There is a maximum of 2 drivers per rental.

f) All Drivers must provide 2 separate forms of identification. A photo licence and utility bill. If the licence has no photo, then a passport is required. All non-UK licence holders must supply a passport on collection.

g) All UK license's will be checked via DVLA for endorsements. A code will need to be generated from the DVLA site to allow us to check.

Please note: If you have any serious convictions within the last 11 years, 6 or more penalty points, or any concerns regarding points on your licence, you must make us aware of this in writing before hire.

3. Charges

a) I agree to pay Ultimate Motorhomes:

- All rental charges.
- The security deposit.
- The nominated cleaning fee of £100.00 if the vehicle is not returned with the interior in a clean condition.
- The nominated additional fee of £50.00 if the toilet is not emptied or cassette housing area not cleaned prior to the return of the vehicle.
- The cost to refill the fuel tank is current forecourt prices, plus £25.
- The cost to refill the LPG gas is current forecourt prices, plus £25.
- The nominated cancellation fee in the event of cancellation of this agreement prior to the collection of the vehicle.
- Any amounts due in respect to damage to the vehicle or to property of a third party.
- All other additional charges as they are incurred, including but not limited to, government fees and duties, parking and traffic infringement penalties, road toll fines, London congestion charges and associated administration costs.
- Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by Ultimate Motorhomes as a result of any breach by me of the terms of this Agreement.
- An additional charge of £50.00 per hour for late return.
- The cost to recover a vehicle which has become bogged.

b) I acknowledge that:

- Booking Deposit - A reservation is only binding after if it has been confirmed by Ultimate Motorhomes and a booking deposit of £200.00 per week of hire has been received. Once the reservation is confirmed, an invoice will be issued by email with the date for the remaining balance to be paid by.
- Remaining Balance - Settlement of the remaining balance will be due six weeks prior to departure. For late bookings (less than six weeks before departure) the full rental price is payable on booking. Ultimate Motorhomes reserves the right to cancel the booking if payment is not received six weeks prior to departure and the Booking Deposit will not be refunded.

- Security Deposit - There is a refundable £1,000 Security Deposit. This is payable by credit or debit card. The amount will be debited from my account immediately on collection of the vehicle. Alternatively, this can be paid by bank transfer, as long as funds are cleared prior to collection. This is fully refundable within 10 working days of the return of the vehicle to the agreed location, on the agreed date and time, in the same condition as it was hired out to me. I irrevocably authorise Ultimate Motorhomes to deduct from the Security Deposit any amounts due by me should the conditions set out herein not be met. Ultimate Motorhomes reserves the right to increase the security deposit for specific events (e.g. sports fixtures, music festivals, etc.) to £2,500.00.
- Options and Mileage Packs – Can be paid in advance or on the day of collection.

Cancellation charges:

- More than 6 weeks before: the Booking Deposit will be retained.
- 6 weeks - 2 weeks: 50% of the total hire charge will be retained.
- 2 weeks - No Show: 90% of the total hire charge will be retained.
- Any payments received for Options and/or Mileage Packs will be fully refunded.

4. Payment

a) Payment is by credit, debit card or bank transfer. Vehicles will not be released without full payment being completed.

b) Ultimate Motorhomes is irrevocably authorised to complete any documentation and to take any other action to recover from my credit/debit card issuer all amounts due by me pursuant to this Agreement.

c) I will not dispute my liability to Ultimate Motorhomes for any amount due under this agreement and I shall indemnify and keep indemnified Ultimate Motorhomes against any loss incurred (including legal costs) by reason of notifying my credit/debit card issuer of such dispute.

d) I acknowledge that all transactions under this Agreement are conducted in Pound Sterling. Where applicable and due to exchange rate fluctuations, there could be some variance between the amount initially debited against my credit/debit card and the amount refunded after the expiration of the rental period. I release Ultimate Motorhomes from any liability for such variation.

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

f) When the 'Customer' comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this Agreement.

g) Total charges as set out on the Rental Agreement are not final. I will pay any shortfall in charges to Ultimate Motorhomes and I will receive a refund for any overcharge acknowledged by Ultimate Motorhomes.

5. Collection and Return

Ultimate Motorhomes is located at Spring Cottage, Hillbury Road, Alderholt, Hampshire, SP6 3BH.

Vehicle collections are normally from 12:00 noon and returns are between 08:00-10:30. Any deviations to these timings will be confirmed in writing.

a) I agree to:

- Set aside at least 1 hour for the hand-over at Ultimate Motorhomes to allow the staff to complete the documentation and demonstrate the vehicle to me.
- Inspect and highlight, on the Vehicle Acceptance sheet, any existing damage or fault with the vehicle during the hand-over process and accept that any additional damage found on the vehicle on its return, is my responsibility.
- Return the vehicle on the date and time stated, on the Rental Agreement. Unless otherwise agreed this time is between 08:00-10:30. If I am late returning, I understand that Ultimate Motorhomes must be advised immediately. Failure to advise Ultimate Motorhomes may result in prosecution for driving whilst uninsured and theft of a motor vehicle.

b) I acknowledge that:

- Having received the vehicle in a clean condition, in sound working order, in accordance with the Departure Checklist and with at least half a tank of diesel fuel and the toilet empty, I will return the vehicle in the same condition, otherwise charges will be made.
- Ultimate Motorhomes will not refund to me any monies, nor have any obligation to provide a replacement vehicle, if the vehicle is returned or I cease to have the use of the vehicle prior to the return date for any reason e.g. accident, breakdown, weather or theft.
- Ultimate Motorhomes will demonstrate the on-board facilities of the motorhome on collection and acknowledge that refunds or compensation cannot be made if any appliance in the motorhome should breakdown or fail to operate.

6. Use of the Vehicle

a) I acknowledge that:

- Ultimate Motorhomes reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.
- Each person is to use the safety restraints provided at all times whilst the vehicle is in motion.
- I will not allow any animals to be carried in the vehicle, unless otherwise agreed with Ultimate Motorhomes in writing. I will also not allow any pets on the soft furnishings as this will result in a further cleaning charge. I accept that I am entirely responsible for any damage caused to the interior of the motorhome by an animal. I will, under no circumstances, leave any animal unattended in the motorhome.
- I agree that during the rental period, I shall not make any alterations or additions to the vehicle without the prior written consent of Ultimate Motorhomes.

b) I will not allow the vehicle to be:

- Used for any illegal purpose, for any rally, race or contest.
- Used to tow any vehicle or trailer.
- Used to carry passengers or property for hire or reward.
- Used to carry more persons than is permitted by any relevant authority or detailed in the vehicle manual or on the vehicle or specified in the Agreement.
- Used to carry volatile liquids, gases (other than Gas already supplied) explosives or other corrosive or inflammable material.
- Otherwise used in breach of my obligations under this Agreement.
- Driven otherwise than in a cautious, prudent and normal manner.
- Used in a manner which could cause damage.
- Driven in a prohibited area or in an area other than the areas indicated by me to Ultimate Motorhomes.
- Driven or used in exclusion zones specified by Ultimate Motorhomes.
- Driven on roads that are not sealed/bitumen roads.
- Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law.
- Left with the ignition key in the vehicle while it is unoccupied.
- Left unoccupied without closing the blinds/curtains for added security.
- Driven by persons under the age of 25 years; or who are not authorised by law or Ultimate Motorhomes to drive the vehicle.
- Damaged by submersion in water.
- Contact with Salt Water.

7. Maintenance

a) I shall take all reasonable steps to properly maintain the vehicle, including oil checks, water, tyres and batteries.

b) I acknowledge that Ultimate Motorhomes will reimburse me for expenditure up to £50.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the vehicle (not including the water system, refrigerator, heating, audio and TV/DVD equipment) provided that:

- I produce relevant receipts.
- I have received the prior consent of Ultimate Motorhomes.
- The damage is not due to my fault or my breach of this Agreement.

c) Subject to the terms of this Agreement, I will pay for the cost of repairing or replacing tyres damaged during the rental period PROVIDED THAT Ultimate Motorhomes will reimburse me for expenditure reasonably incurred if:

- I produce relevant receipts.
- The tyre is defective and is returned by me to Ultimate Motorhomes for inspection.
- The manufacturer accepts liability under his warranty.

d) I will be liable for any costs associated with the incorrect use of fuel. Ultimate Motorhomes motorhome runs on **DIESEL**.

e) I will stop the vehicle as soon as it is safe to do so in the event of a warning light illuminating, or if there is an unfamiliar noise or smell coming from the vehicle.

8. Responsibility if an accident occurs

a) In the event of an accident, loss or damage arising out of the use of the vehicle, I will:

- Notify Ultimate Motorhomes within 24hrs of the event happening.
- Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station.
- Complete a European accident report form as supplied (when in Europe).
- Not make any admission of liability to other parties, settlement offer or other like offer.
- Assist Ultimate Motorhomes in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.

b) I acknowledge that the excess or other amount due by me in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period.

c) I will pay for any costs relating to the delivery of a change over vehicle as a result of an accident regardless of which party is at fault.

9. Insurance Cover

I am aware that:

a) The vehicle is insured for external damage to the vehicle and the property of a third party.

b) I will have to pay an excess for any external damage. The insurance excess is £1,000.

c) I am responsible for the total cost of repair for any internal damage to the vehicle, other than in a road traffic incident.

d) I will not have any insurance cover and I will be responsible for the total cost of any damage if I breach any of the terms of this Agreement.

BASIC RENTAL INSURANCE WILL NOT COVER ANY DAMAGE SUSTAINED OVER WINDSCREEN HEIGHT (2.2M 7FT 2"). NEITHER WILL IT COVER DAMAGE TO TYRES, BIKE RACKS AND WINDSCREENS AS THIS IS DEEMED AS NEGLIGENT.

10. Negligence

I am aware that:

a) I am responsible for any damage above windscreen height as this is deemed as negligence.

b) I am responsible for any damage howsoever caused to the inside of the motorhome.

c) I am responsible for the rectification of frozen pipe work.

11. Smoking

Ultimate Motorhomes operates a strict policy of **NO SMOKING (including e-cigarettes)**. This is to ensure safe practice with the Gas (including cooking equipment) and to prevent any unsociable odours or staining to the Motorhome. Failure to comply with this will result in full loss of your Security Deposit.

12. Terminating the Agreement

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

- I am in breach of any term of this Agreement.
- I have obtained the vehicle through fraud or misrepresentation.
- The vehicle appears to be abandoned.
- The vehicle is not returned on the agreed return date or Ultimate Motorhomes reasonably believes that the vehicle will not be returned on the agreed return date.
- Ultimate Motorhomes considers on reasonable grounds, that the safety of passengers or the condition of the vehicle is endangered. I understand that in the event of such termination or repossession, I have no right to a refund of any part of the rental charges or the Security Deposit.

13. Release and Indemnity of Ultimate Motorhomes

a) Subject to its obligation to deliver the vehicle, I release Ultimate Motorhomes, its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this Agreement, including but not limited to:

- Any loss or damage caused by breakdown, mechanical defect, accident or the vehicle being unsuitable for my purpose.
- Any loss or damage to any property left in or on the vehicle, in any service vehicle, or on any Ultimate Motorhomes premises, or recovered or handled by Ultimate Motorhomes.

b) Subject to any insurance arrangements agreed with Ultimate Motorhomes, I hereby indemnify and shall keep indemnified Ultimate Motorhomes, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the vehicle.

14. Title to Vehicle

I acknowledge that Ultimate Motorhomes retains title to the vehicle and that I possess the goods as a mere Bailee only. I do not have any right to pledge Ultimate Motorhomes' credit in connection with the vehicle and agree not to do so. I shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the vehicle.

15. Changes

Any changes to this Agreement must be in writing and must be signed on behalf of Ultimate Motorhomes and by me.

16. Proper Law

This agreement shall be governed by the law of Great Britain in which this Agreement was signed.

17. Entire Agreement

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this Agreement. Ultimate Motorhomes reserves the right to add or amend any rental charges without prior notice.

18. Finally please sign below

I _____ (name) acknowledge all the details I have given are to the best of my knowledge, truthful and accurate and I agree to be bound by the Ultimate Motorhomes Terms and Conditions.

Signature: _____

Full Name _____ (Capitals, printed)

Date: ____/____/____