

## **Terms and conditions are outlined below:**

### **Terms and Conditions of Motorhome Hire**

*(where these conflict with the booking on a website or do not apply to your vehicle these are in addition to, and supplementary to, and for your guidance, your booking on the website and actual vehicle which you hired and those conditions will take precedence. Where additional charges apply if these are not voluntarily settled, the hirer reserves the right to recover them through the county court.)*

### **Agreement**

These are the terms under which the vehicle is rented by the hirer ("you") by the lessor ("us", Darren Markwick) and on which any insurance cover is provided for you by us. It is important that you read and understand these terms before you sign the Rental Agreement.

### **Booking**

- Reservations can be made either in person, via telephone or online using the automated online booking system or via a website or 3rd party.
- Bookings will only be held when a rental agreement has been completed and the deposit paid.
- At the time of booking a non-refundable deposit is payable. This applies to all holiday durations. The deposit will be deducted from the total payable
- Booking confirmation will be sent via email
- Payment for the booking must be cleared prior to the holiday date
- Bookings made within the 31 days period must be paid for in full at the time of booking
- Failure to pay will result in motorhome hire cancellation
- The insurance security deposit must be paid on the hire date and must be cleared funds or held by an independent 3<sup>rd</sup> party.

### **Collection & Return of the Motorhome**

- Collection of the motorhome must be between 1pm and 5pm, Monday to Saturday
- Collection times must be arranged in advance
- Please allow 1 hour for a comprehensive walkaround
- Return of the motorhome must be between 8am and 12 Noon Monday to Saturday
- Failure to return the motorhome before 11am will result in the hirer receiving a surcharge at the rate of £50 per hour
- There is no refund for early return
- The motorhome will have some fuel on collection and must be returned with the same amount of fuel in the tank – charges apply otherwise
- The hirer will acknowledge delivery of the motorhome and the contents, free from defect and damage and complete unless otherwise specified on the motorhome checklist
- The hirer is advised to check the motorhome thoroughly before leaving the premises
- Upon return the motorhome will be checked for damage, cleanliness, fuel levels, any hired options and conditions that will affect the insurance security deposit

### **Cancellations and Refunds**

- Cancellations must be submitted in writing
- We recommend that the hirer take out holiday insurance against unavoidable cancellation
- Refunds will be processed within 5 working days of notification of cancellation and are subject to deductions which increase the nearer the date to the holiday the cancellation is made (see below)

- Cancellations will incur fees and will be calculated on a pro rata basis as defined below (if not previously agreed on a website booking)
1. As Agreed on the website booking or in cases where this has not been booked on a website according the below.
  2. More than six weeks before the start of hire – loss of deposit.
  3. Four to six weeks before the start of hire – 30% of total hire charge
  4. Two to four weeks – 50% of total hire charge
  5. Two weeks – 100% of total hire charge
  6. A no show will be treated as a cancellation and will be non-refundable

### **Damage**

- The hirer is liable for all over-head damage to the motorhome resulting from any accident
- Maximum heights may or may not be displayed in the motorhome driver care is required.
- All incidents to tyres including punctures are the hirers responsibility
- Damages to any load in the vehicle is the responsibility of the hirer/driver
- Personal possessions are not covered. we shall not be liable for loss or damage to any property left, stored or transported by the hirer or any other person in the motorhome either before or after the return of the vehicle
- Any damage internally to the motorhome will be covered under the security deposit but is not limited to the £1000

### **Optional Hire Extras**

- Add on items must be ordered prior to collection of the vehicle
- All hire extras can be viewed and priced in the booking process
- Add on items can be purchased on the date of collection depending on availability
- All hire extras fall under the terms and conditions for the general use of the motorhome and must be returned intact and clean, see page 4 for charges
- All outdoor equipment including tents, awnings, table, chairs & BBQ must be packed away in a dry clean condition

### **Pets**

- We only allow pets in specific vehicles to ensure allergen free options
- If a pet has been in the motorhomes not specific for pets a £150 valet fee will be charged on return of the vehicle if any traces of pets are found
- These terms and conditions also apply to the day tents and awnings if hired

### **Smoking**

- Smoking is strictly prohibited in all our motorhomes, day tents and awnings
- Smoking in the motorhome, day tent and awnings will result in a £300 charge
- This includes electronic cigarettes & electronic pipes

### **Fuel, Gas & Water**

- Fuel is at the hirers expense. The motorhome will be provided with at least one quarter tank of fuel when it is collected. The Motorhome must be returned with a similar amount of fuel
- A gas cylinder will be provided with the motorhome. If gas needs replenishing during the rental period, the hirer is responsible for the cost of buying further bottles
- The hirer is responsible for checking oil and water levels on a daily basis in the engine and other necessary motorhome components, such as checking tyre pressure
- The hirer must ensure that the correct fuel is used, incorrect fuelling will be charged to the hirer

- Water in the motorhome must be kept at a minimum of ¼ tank to reduce the risk of airlock in the water system
- Waste tanks must be emptied before returning the vehicle

### **Driving Licences & Proof of ID**

- Any driver must have a minimum of 2 years driving experience
- Must be between the ages of 25 and 75 drivers under 30 may be considered subject to insurance acceptance and an excess premium paid
- All drivers must submit their driving licence number along with a DVLA share code. The link can be found on our web page
- All endorsements and previous claims must be declared, any mis-declaration will result in the immediate forfeiture of the deposit held.
- All drivers must be present at the time of collection and produce a photo driving licence and proof of identity in the form of a utility bill or credit card or bank statement dated within the last 3 months
- Licence offences must meet the driver eligibility requirements of the insurance company (a maximum of six points)
- Visitors from abroad must produce a valid, unendorsed domestic driving licence or international driving licence as well as a passport
- Only named drivers who have met the insurance eligibility requirements are permitted to drive the motorhome
- The hirer/named driver shall be liable for all costs and expenses incurred for speeding, parking fines, toll or congestion charges. This includes any other offences committed against the Road Traffic Act or Traffic Regulations and indemnifies us from any liability

### **Period of hire**

You will have the use of the vehicle described for the period specified or agreed. With our written agreement you can extend the rental period, but this shall not exceed 90 days in total.

If the vehicle is not returned by the due back time and date to the agreed place of return, our consent for your continued use of the vehicle will automatically be withdrawn and we shall be entitled to charge you for each day or part of a day's unauthorized usage at the prevailing published full daily rate until the vehicle is returned or recovered.

Costs of recovery are chargeable if the motorhome is not returned on time, a vehicle may be recovered at the end of the hire without notice to the hirer irrespective of the contents or the time of day once the hire period has expired.

You will be responsible for the vehicle, its accessories and its parts and fully liable under these terms of rental from the time we give you the keys, or we leave them at the place and time which we have arranged with you in advance. You continue to be responsible and fully liable under these terms of rental until the vehicle and keys are returned to us by returning them to our authorized representative or any other method previously agreed in writing by us.

### **Security Deposit**

- An insurance security deposit of £1000 must be paid seven days before collection by bank transfer prior to collection (or held with agreement by a 3<sup>rd</sup> party booking agent)
- The security deposit is to be held for up to one week after the return date for damage incurred to the motorhome during the period of hire. Providing the motorhome has been returned in the condition it was originally hired in the security deposit will be refunded
- Motorhomes must be returned clean, undamaged, all equipment tools and accessories as when received and returned on time
- The security deposit will be returned to you within 1 week after the hire period provided the motorhome is in a satisfactory condition including cleanliness, undamaged with all tools, accessories and equipment in the same condition as when it was hired and operated correctly

- In the event that charges, including damage repair and replacement exceed the level of security deposit paid, you will be charged any additional sum to cover this excess and that some will be due immediately at the end of the hire

The following charges may be deducted from the security deposit

1. Toilet cassette not emptied and cleaned £55
2. Cooker hob and grill not cleaned £35
3. BBQ not cleaned £20
4. Smoking in motorhome £300
5. Damage to any mattress £300 per mattress
6. Microwave damage £75
7. LCD TV damage £200
8. Kitchen including fridge, cupboards and drawers £35
9. Damage of wheels and tyres £180 per wheel
10. Tents, awnings, tables, chairs not packed away in a dry condition £75
11. Windscreen damage – cost of replacement
12. Any items or equipment damaged beyond economical repair will be charged at the full replacement rate
13. Loss of keys £2500

### **Breakdowns and Accidents**

- The vehicles are covered by Peugeot/Aviva/RAC European Breakdown cover
- In the event of a breakdown we should be contacted immediately
- Contact numbers for the breakdown provider will be held in the vehicle in the vehicle instructions pack and on the windscreen or other place.
- The hirer may authorise repairs up to £50, this will be reimbursed on return of the vehicle, please keep all receipts and produce on return
- The hirer must obtain permission from us for Hire for any costs above £50
- It is the hirers responsibility to ensure that all passengers are wearing seatbelts
- In the event of an accident we must be informed immediately, and the vehicle accident report form filled in, please include diagrams on the reverse of the form. The form can be located in the instruction folder or available from us or (see cover note or policy)
- In the event of an accident, if the hirer is at fault, it will be the responsibility of the driver

### **Your responsibilities to us**

- You must look after the vehicle and keys to the vehicle, making sure it is locked and secured when not in use and properly protected against damage due to bad weather. You must ensure that the correct fuel is always used. When not in use, you must set and use any security device fitted to or supplied with the vehicle. Never leave the keys in the vehicle at any time or you may be responsible for the full cost of replacing the vehicle if it is stolen.
- You must not sell, rent or dispose of the vehicle or any of its parts, or allow anyone else to have or obtain possession or rights over it
- You must not allow any work to be carried out above £50 on the vehicle without our permission. We will reimburse you for repairs on production of a receipt only where the repairs have been previously authorised by us
- You must return the vehicle, in similar condition as when received, to the agreed place of return during our published hours of business and agree the physical condition of the vehicle with a member of staff. If the vehicle needs more than our standard valeting or the interior has been damaged in any way, then you will be responsible for the cost of rectifying the damage. Responsibility for such damage is not covered by any waiver/ or our insurance
- While you are renting the vehicle, you will be liable as if you were the owner for any offences committed under the Road Traffic Acts (or any equivalent legislation) and any other relevant loss in respect of the vehicle and its use during the rental period which results in the imposition of:
- Fixed penalties or excess charges. You also agree to us sending you any notices requesting such fines to the address given overleaf and that you will settle all such penalties and charges incurred during the period of rental in a timely manner and so as not to cause us any loss.

You agree to indemnify us against any costs, expenses and losses incurred by us as a result of any such penalties or charges

### **Our responsibilities to you**

When the rental starts the vehicle will be roadworthy and fit for normal use. If it is not, or it becomes unfit for normal use during the rental you should inform the rental location or telephone the emergency number given to you at the time of rental. If you have followed these terms we will endeavour to repair or replace the vehicle. We will not be liable for damages arising from defects other than defects or mechanical failures attributable to a breach of this warranty or a breach of any duty or law to take reasonable care of the safety of the vehicle. Nothing in these terms and conditions shall be deemed to exclude or restrict our liability for death or personal injury resulting from our negligence or any other liability which cannot be excluded as a matter of law.

### **Insurance**

- Our Motorhomes have comprehensive insurance on the UK mainland and Europe for the named drivers listed on the hire agreement for the period of the rental. Please note this does not cover your personal property and you are advised to arrange holiday insurance.
- When the vehicle is unattended, it must be locked, deadlocked and alarmed. Keys must be removed from the ignition when the vehicle is stationary
- A £1000 deposit payable by Bacs (or via a website 3<sup>rd</sup> party), shall be paid seven days before the day hire commences to cover the insurance excess. (or to a 3<sup>rd</sup> party agent or website) This is fully refunded if the motor home is returned on time and in a clean and undamaged state - including toilet, shower, pots, pans and cooker, beds etc., You will be liable for any damage or missing items from the hire vehicle
- Damage caused to tyres/wheels, wing mirrors, glass, underside of the vehicle or overhead damage (defined as over 6 feet / 1.85 metres) or the filling up with the wrong type of fuel will be the hirers' responsibility and is not covered by our insurance
- The period of hire is from the collection date to the return date before 11am unless otherwise specified
- In the case of damage due to negligence or in the case of damage to the interior, the full cost of rectification will be charged
- We reserve the right to withhold all or part of the deposit to pay for any repairs, until such a time that the repairs may be complete

You should also note that:

- The insurance cover may end if you do not return the vehicle to the agreed place at the agreed time
- The insurance cover may be cancelled if you have given any false information
- Only drivers we have first approved are covered by the insurance
- Full details of cover are available at the rental location

What to do in the event of loss or damage to the vehicle

- In the event of theft of the vehicle or any of its parts or accessories, or if the vehicle is damaged by a criminal act or in an accident in which someone is injured, you must immediately contact the local police and report the incident. You must also call the rental location to report the incident. You should also report any damage done by any non-criminal act to the rental location, the vehicle must not be used if it is rendered unroadworthy.

You should always:

- Record the police crime number and the reporting officer's name
- Collect the names and addresses of any witnesses to the incident
- Avoid admitting liability or saying anything which may implicate yourself
- Send to the rental location all papers and documents received relating to the incident;
- Fill in our accident report

- At all times cooperate fully with us and the insurers, including where any legal action is taken any money you may receive in respect of loss or damage to the vehicle must be immediately forwarded to us and at no time should be spent by you. You will hold any such money in trust for us.

### **Personal property**

We will not be liable for loss or damage to property left in the vehicle either during the period of hire or there- after. Such property is entirely at your own risk. The vehicle will be inspected on return and any property found will be available for you to collect for a period of seven days. Any unclaimed property may be disposed by us after that time.

### **Conditions of use**

The vehicle must not be used or driven

- By any person not named overleaf as a driver or authorised by us in writing and holding a full valid current driving licence
- For the carriage of passengers for hire or reward
- For any unlawful purpose or in any way which breaks the Highway Code, road traffic laws or any other laws
- For racing, pace making, reliability trials, speed testing or driving tuition
- To carry a number of passengers and/or baggage which would cause the vehicle to be overloaded; or in the case of a commercial vehicle a payload which exceeds the maximum payload and individual axle plated weights or for a purpose which requires an Operator's Licence without fulfilling your duty at law to obtain one
- Without our prior written consent outside England, Scotland and Wales, and the EU
- While in an unroadworthy condition or while failing to comply with any statutory provision
- For carrying corrosive, radioactive, inflammable, explosive or other harmful substances
- For carrying anything which due to its smell or condition will harm the vehicle or prevents us from hiring the vehicle again immediately
- It must not be used or parked near an airfield
- It must not be used off road other than to park on a campsite where a fee has been paid.

If you do not follow these terms you will have to pay us any charges, damages and expenses we have to pay for any loss you cause. You may also lose the benefit of any liability waivers which you have purchased.

### **Charges**

All charges are calculated in accordance with our current tariff and on the basis of your use of the vehicle as specified. Unauthorised usage may incur additional charges as published in our current tariff available at the rental location.

You will pay on demand charges including

- The rental and other ancillary charges calculated in accordance with this agreement
- Any charge for losses or damage outlined in this contract Any refuelling service charge where the vehicle is returned with less fuel than when the rental began. The refuelling service charge is based on the rates published at the rental location
- The full cost of repair or replacement for damage or loss including theft including any towing and storage costs, howsoever caused, regardless of fault
- A loss of revenue charge whilst the vehicle is being repaired or whilst we secure reimbursement of the vehicle value, where such losses are not covered. Charges for loss of revenue will be calculated at our normal published daily rate from the time the vehicle is incapable of rental until its repair or in the case of write-off until full payment of the vehicle value is received, subject in each case to a maximum liability of 30 days rental charges. In either case

We will take all reasonable steps to ensure prompt repair or payment

- Any delivery and/or collection charges
- Value Added Tax and all other taxes on any of the charges listed above as appropriate
- Interest, which shall accrue daily at the rate of 4% per annum above the base lending rate of Barclays Bank plc from time to time on any sum that is not paid when due

If you have requested that some other person or company should be responsible for the charges you will nevertheless remain liable for payment of these charges.

### **Information**

You acknowledge that we may use and disclose data recorded in relation to this agreement for any future marketing activity; furthering the event of any breach of this agreement, such data may be disclosed to any debt collection, credit reference, vehicle recording or any other relevant body. Such information may also be passed to the British Vehicle Rental and Leasing Association (BVRLA) for use by any of its members for the purposes for which the BVRLA is registered under the Data Protection Act 1998. From time to time we include details of our customers on a computer database, used by us and our business partners for direct marketing purposes. If you do not wish your details to be used in such a way or to receive any further information from us, please tick the box on the rental agreement form (paper copy)

### **Severability**

If any term of this agreement is held by a court of competent jurisdiction to be unenforceable or unlawful for any reason, such term will be held to that extent only to be removed from this agreement and the remainder of this agreement shall remain in full force and effect.

### **Jurisdiction**

This Agreement is governed by and construed in accordance with the laws of the country in which the rental commenced. Any dispute arising out of the terms of this agreement will be determined exclusively by the courts in that country.

### **Data Protection**

By entering into this rental agreement, you agree that we can process and store your personal information in connection with this agreement including data collected from the vehicle. We may use your information to contact you with future offers and to protect our assets. You agree that if you break the terms of this agreement, we can pass your personal information to credit reference agencies, debt collectors, the police or any other relevant organisation. We can also give this information to the British vehicle rental and leasing association which can share your personal information with its members to prevent crime and protect their assets as allowed under the data protection act 1998.