

# Chiltern Motorhome Hire

## Terms and Conditions

### 1. Hire Contract with Chiltern Motorhome Hire

These terms and conditions have been devised to protect both the hirer and operator and are governed by English Law. Chiltern Motorhome Hire offers motorhome hire strictly in accordance with the following terms and conditions. By signing these terms and conditions, the hirer agrees legally that they have read, understood and accepted the detail of this document.

### 2. Term

The rental of the Motorhome is for the period from the Pick up Date to the Return Date. If you fail to return the Motorhome to the Return Point on the Return Date you are in breach of these Terms and will be charged for every day or part-day after the Return Date you fail to return the Motorhome to the Return Point. Late returns are charged at £50/hr or part thereof.

### 3. Drivers

No-one other than you and or any other driver named in the Rental Agreement may drive the Motorhome. Drivers must be over 25 and under 75 years of age and have held a full UK driving license or other valid National Licence or a valid International Driving Licence for at least 2 years.

Each driver must provide the following documentation: i) up to date driving licence including paper counterpart ii) passport iii) proof of current address e.g. utility bill Failure to provide adequate documentation will render the hire cancelled resulting in a loss of monies paid (see "Cancellation"). Any current endorsements in the last 3 years may incur an additional insurance premium charge.

The hirer must ensure that all passengers must wear seat belts provided.

**All drivers must be present at Pick-Up of the Motorhome.**

### 4. Parking

Hirer is welcome to leave your vehicle for the period of hire. Cars are left at owner's own risk.

### 5. Booking

Bookings require a deposit payment of £200.00 per booking. The booking deposit payment is not refundable under any circumstances (see Article 19 Cancellations).

Your booking confirmation will be sent to you with an invoice in respect of the balance of hire charges and will include the information about the 'satisfactory return' deposit of £600 (or foreign currency equivalent). This is required at the time of collection and returned on safe delivery and inspection of the motorhome at the end of the hire.

Settlement of the remaining balance will be due six weeks prior to departure and if not received, Owner reserves the right to cancel the booking and deposit will be forfeited. Cheques denominated in pounds sterling should be made payable to Sara Kernahan.

If the booking date is less than six weeks prior to the Pick-up Date, the full Rental Payments will be taken upon the booking date and will include the Satisfactory Return Deposit unless to be paid in cash/debit or credit card on collection of vehicle.

### 6. One-Way Rental

The vehicle must be returned to the Pick-Up point. One way rental is not permitted.

### 7. Hirer's Responsibilities

You must complete a Hire Agreement Form of the Motorhome with the Owner to identify the state of repair of the Motorhome and any damage prior to its pick up.

You must look after the Motorhome and the keys to it. You must always keep the Motorhome locked securely at all times when unattended, ensuring that you use any and all security device(s) fitted to or supplied with the Motorhome.

You must protect the Motorhome against any adverse weather conditions which can cause damage to the Motorhome. You must ensure that you use the correct fuel for the Motorhome. You must not sell, rent or dispose of the Motorhome or any of its parts, fixtures, fittings or items added by the Owner or otherwise.

You must not grant to anyone legal rights over the Motorhome.

You must not let anyone work on the Motorhome without the Owner's permission. If the Owner does grant you permission to proceed with work, you will only receive a refund if you have a valid VAT receipt for the work and the works carried out have been authorised by the Owner.

You must let the Owner know as soon as you become aware of any fault in or with the Motorhome.

You must return the Motorhome to the Return Point on the Return Date. Until the Motorhome is safely returned to the Owner you will remain responsible for the Motorhome. The Owner must inspect the Motorhome before it is handed back to them so that the Owner can ensure that they are satisfied with the condition in which it has been returned.

You are responsible for any loss or damage to the Motorhome caused by negligence, misuse or otherwise, whether or not such loss or damage was caused by you. You must complete Hire Agreement (return details) form with the Owner to identify the state of repair of the Motorhome and any damage prior to its return. Any points as to the state of repair on which you disagree must be clearly identified. In the absence of such identification, you will be deemed to accept the content of the Return Report in its entirety.

## 8. Towing

Towing is not permitted unless prior written agreement has been provided by the Owner.

## 9. Satisfactory Return Deposit

A refundable 'satisfactory return deposit of £600 is payable in advance to cover any damage or loss caused to the Motorhome or its equipment whilst on hire. This can also be used, if necessary for cleaning the motorhome if it is not returned in a satisfactory condition. This deposit is to be paid to the owner in cash, debit or credit card. If wish to pay by cheque then this must be paid at the time you pay the invoice (at least two weeks before the rental commences.) The condition of the Motorhome upon its return will be compared against the condition of the Motorhome upon its pick up by reference to the difference, if any, described in the **Motorhome Hire Checking Out + Checking in Checklist**.

Provided the Motorhome is returned to the Return Point on the Return Date in the same condition as at the Pick Up Date with a clean interior and there are no other extra charges, the Satisfactory Return Deposit will be refunded within **2 working days** of the date upon which the Motorhome is returned. On some occasions we can return this earlier.

Should the Motorhome be returned in a worse condition than as at the Pick up Date, then repairs, replacement or cleaning costs will be charged against the Satisfactory Return Deposit, up to and including the full £600. This paragraph is without prejudice to the rights of the Agent and/or the Owner to recover from you, whether under these Terms or otherwise, any sums due in excess of the Satisfactory Return Deposit for damage or loss howsoever caused to the Motorhome during the Rental Term.

The following charges are payable and if not paid will be deducted from the Satisfactory Return Deposit:  
Toilet cassette not cleaned & emptied £20.

The Motorhome must be returned with a full tank of diesel. Refuelling cost will be charged to the hirer plus a £10 fee. Late return of the Motorhome is charged at £50 per hour or part thereof.

Any item of stained upholstery will be charged up to and including £50.00 per item

A £20.00 cleaning charge (per item) will apply where the oven, fridge, washroom and general interior have not been cleaned.

A valeting charge of £100 will be levied in all cases where the smoking ban has been ignored.

## 10. Insurance

Full Comprehensive Insurance is included in the hire charge and is arranged through Liverpool Victoria Fleet Insurance Policy – Full summary and policy wording available on request.

Upon pick up of the Motorhome the Owner will supply you with your Motor Rental Agreement as confirmation of Insurance Cover.

Insurance covers the vehicle and its equipment only.

Hirers are strongly advised to take out their own holiday insurance covering cancellation, personal accident and personal possessions.

Insurance surcharges may apply due to convictions or health restrictions. It is the Hirer's responsibility to provide full and accurate information. In the event of the motor policy being invalidated because of non disclosure of relevant facts, Owner will hold the Hirer responsible for all losses and associated costs.

The Motorhome is insured for the contracted period of hire ONLY. Driving of the vehicle after the expiry time may result in the driver committing a traffic offence and liable to criminal prosecution under Road Traffic Acts. Furthermore the Hirer will be responsible for any accidental damage, injury and consequential loss after the expiry of the hire period.

You shall be liable for the first £500 (UK and EU driving licence) of each and any claim(s) made under the Insurance, such sums to be deducted from the Satisfactory Return Deposit and if insufficient paid by you within 7 days of written demand.

If you hold a Non UK/EU driving licence then you may be liable for more than the standard £500 excess free, for each and any claim(s) made under the insurance. This can be confirmed for you at the time of enquiry and/or upon submission of your driving licence at the quotation stage.

We reserve the right to take action against you to recover the full cost of all loss, repairs and damage suffered by the Motorhome during the Rental Term which is not covered by Insurance.

The following are excluded from the Insurance cover:

- i) Claims resulting from anyone driving the Motorhome with or without your permission but not named on the Hire Agreement.
- ii) Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts
- iii) Theft as a result of keys remaining in the Motorhome whilst unoccupied
- iv) Racing of any description or being used in a contest, competition, and rally or speed trial (apart from treasure hunts).
- v) Loss or damage to, or theft of, the TV/DVD player, satellite navigation equipment and aerial.
- vi) Interior damage including burns to seats, carpets and other damage

An additional insurance premium will be payable where the Motorhome is to be taken outside of the UK. Travel outside the EU is not permitted.

## **11. Overhead Damage**

All drivers must be aware of the unusual height of the Motorhome and are responsible for the excess amount on the insurance policy if driven under an obstruction that is too low for it to clear e.g. low bridges and height restrictions in car parks.

## **12. Breakdown**

The Motorhome is covered for breakdown assistance service. Please call the service number appropriate to your location as supplied in the "**Information for Hirers**" folder.

The Motorhome is under full warranty, however, Hirer is authorised to request repairs up to the value of £50.00 which will be refunded on production of a third party invoice. Repairs costing in excess of £50.00 must first be authorised by us PRIOR to any work being undertaken.

Every effort is made to ensure the vehicle is in a roadworthy and safe condition prior to each and every hire. Therefore Chiltern Motorhome Hire dissolves any responsibility for hotel or any other consequential expenses subsequent to a breakdown. However we will refund the loss for any complete days lost for the use of the vehicle providing you have documentation to support this claim.

## **13. Accident**

No responsibility is or can be accepted by the Owner for any loss or damage or expense which occurs as a result of any accident.

If you are involved in an accident you must not admit liability.

You should obtain the names and addresses of all involved, including witnesses. You should also make the Motorhome secure, contact the police immediately if anyone is injured or if there is any disagreement regarding who is responsible.

You must also contact the Owner as soon as possible. It will also be necessary for you to prepare an accident report and send a copy to the Owner.

#### 14. Warranties

The Hirer warrants that he/she: a) shall not carry more passengers than the seating capacity of the vehicle or allow the vehicle to be overloaded b) shall not use the vehicle for carrying passengers or goods for hire or reward c) shall not remove the Motorhome from mainland UK without prior written permission from the Owner d) shall not tow any vehicle or trailer e) shall not use the Motorhome for the purposes of racing, time trialling or other purpose not in keeping with normal everyday road usage

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#### 15. Animals

No animals may be taken into the Motorhome unless otherwise agreed. Abuse of this clause will incur a valeting charge of £100, plus the replacement cost of any item Owner consider to be unfit for future use.

#### 16. Smoking Policy

Under no circumstances is smoking permitted in the Motorhome. A valeting charge of £100 will be levied in all cases where the smoking ban has been ignored.

#### 17. Graphics, Stickers and Decals

No graphics, stickers or decals may be removed from the motorhome. The Hirer is liable for the greater of the replacement cost or £50 if any decals are missing on return of the motorhome.

#### 18. Gas, Fuel and Oil

A full tank of fuel is supplied with the Motorhome upon pick up of the Motorhome and you must return the Motorhome with a full tank of fuel.

Any fuel shortage will be charged to you against the 'Satisfactory Return' Deposit. The Motorhome uses Diesel fuel only. You will be liable for all repair costs if the incorrect fuel type is used.

Elddis Sunseeker/Prestige - The vehicle is supplied with 2 bottles of gas. At least one of these bottles will be full.  
Katamarano - A full tank of fuel and LPG gas is supplied with the motorhome upon pick up.

It is the hirer's responsibility to check and maintain oil and water levels to vehicle specifications.

#### 19. Cancellations

More than 6 weeks prior to hire – 100% booking deposit is non refundable

More than 4 weeks prior to hire – 50% of full payment is non refundable

Less than 2 weeks prior to hire date – Full payment is non refundable

**20. Delays** While we will endeavour to make every effort to ensure the vehicle is ready at the agreed time, circumstances may arise out of our control and we accept no liability other than, the refund of the day or days lost.

**20a. Availability** We will make every effort to ensure that the reserved motorhome is available for you at the correct time. If, due to circumstances beyond our control, this is not possible and if an alternative vehicle or acceptable motorhome is not available our liability is limited to refunds of all monies paid by you.

**20. Package Deals** If we package a rental with another tour attraction; Ferry crossing/theme park or day out we cannot be held responsible for the failure in service or delay caused by a third party attraction or service.

**Motorhome Systems** Chiltern Motorhome Hire will carry out a full Pre-Checkout Inspection (PCI) on every motorhome before the commencement of hire. The PCI involves testing every system on board the motorhome to ensure they are operating correctly. In conjunction with this the hirer will be taken on a tour of the motorhome and shown how each system works (and that it works). Should an onboard system fail during your hire, we will make every effort to remedy the fault whilst you are away but in some cases this may not be possible and we cannot be held responsible and will not refund any monies should a loss of service be encountered.

#### 21. Pick Up and Return

Rental periods are quoted in 'days'. For example a 3 day hire may be 8am Friday until 6pm Sunday. Or a 7 day hire may be Saturday 8am until Friday 6pm etc.

The Motorhome will be available for pick up from **8.00am** (or earlier by prior agreement with the Owner) at the Pick-Up Location on the pick-up Date.

Please allow one hour for the handover at the Pick-Up Location to complete the documentation and to demonstrate the vehicle to you. Please allow the same on your return.

The Motorhome must be returned to the Return Point by **6.00pm** (or later by prior agreement with the Owner) on the Return Date.

Any delay in returning the Motorhome will result in you being charged as stated in Clause 5 "Satisfactory Return Deposit".

Owner should be notified immediately of any expected late return.

Late returns are charged at £50/hr or part thereof. No refund is given for early return of the Motorhome.

## **22. Administration Charges**

Should Owner receive, speeding or parking fines, congestion charges or other penalty notices relating to the period of hire, an administration fee of £25 will be added to the charge.

## **23. Suitable Persons**

The Owner reserves the right to refuse to hand over a Motorhome to any person who, in the reasonable opinion of the Owner is not suitable to take charge of the Motorhome.

In such cases of refusal, all payments made by the Hirer will be refunded in full, but the Owner will have no further liability in relation to the aborted hire, or to the person to whom hire was refused.

The Owner reserves the right to cancel the hire if at Pick up Date or at any time during the Rental Term if it becomes apparent that any of the drivers' licence(s) are invalid or not in accordance with the information supplied. In these circumstances all payments made by the Hirer will be forfeited.

## **24. Termination**

The Owner is entitled to terminate immediately the Rental Contract by notice in writing to you if:-

i) Any of these Terms are breached by you

ii) You fail to remedy any breach having been requested to do so by the Owner.

If the Owner ends the Rental Contract it will not affect the Owner's right to receive any money owed under the Rental Contract, including under these Terms.

At any time after the Owner has terminated the Rental Contract in accordance with this clause 17 or if you fail to return the Motorhome upon the Return Date the Owner is entitled to repossess the Motorhome and charge you for doing so.

## **25. General**

These Terms, Rental Schedule and the Reservation Details set out the entire agreement relating to the rental of the Motorhome.

You confirm that in entering into the Rental Contract you have not relied upon any representation of the Owner not set out in these Terms.

These Terms are not intended to nor do they confer any right or entitlement on any third party whether under the Contract (Rights of Third Parties) Act 1999 or otherwise.

## **26. Jurisdiction**

These Terms are governed in all respects by English Law and you submit to the jurisdiction of the English Courts.

## **Confirmation and Acceptance of these Terms and Conditions**

To agree to these Terms and Conditions in order to accept this Hire Agreement/Contract, your original signature will be required. Print, sign and return this document to Chiltern Motorhome Hire

Please only sign this form if you have both read and agree to the conditions

Signature\_\_\_\_\_

Name (Print)\_\_\_\_\_

Date\_\_\_\_/\_\_\_\_/\_\_\_\_

# Appendix 1

## **Definitions** "Agent"

"Booking Deposit"

means Chiltern Motorhome Hire, 25 Lott Meadow, Aylesbury, Bucks.

means the booking deposit of £200 per week payable by you to confirm your booking of the Motorhome;

"Hire Agreement"

means the joint report undertaken by you and the Owner prior to the pick up of the Motorhome;

"Hirer"

Means you, the hirer of the Motorhome.

"Insurance"

means the fully comprehensive road risk self drive hire insurance for the Motorhome to be provided by our Agent

"Motorhome Rental Agreement"

means the schedule containing details of the Rental Contract which forms part of these Terms means the motorhome as is described in the Reservation Details;

"Motorhome"

"Owner"

means the legal owner(s) of the Motorhome, Chiltern Motorhome Hire, 25 Lott Meadow, Aylesbury, HP21 9HR

"Pick Up Date"

means the date and time stated upon which the Hirer is to collect the Motorhome;

"Pick Up Location"

means the place stated in the Reservation Details or subsequently supplied to the Hirer from where the Motorhome is to be collected upon the Start Date;

"Rental Contract"

means the contract for the rental of the Motorhome in accordance with and incorporating the Reservation Details and Terms;

"Satisfactory Return Deposit"

Means the deposit of £600 payable by you prior to the pick-up of the motor home. It may be used to cover damage towards the vehicle insurance excess.

"Rental Payment"

means the payment due from you to the Owner for the hire of the Motorhome in accordance with the Rental Contract;

"Rental Term"

means the period commencing on the Pick Up Date and ending on the date upon which the Motorhome is returned to the Return Point;

"Return Date"

means the date and time stated in the Motor Rental Agreement upon which the Hirer is to return the Motorhome to the Return Point; means the location stated in the Reservation Details to where the Motorhome is to be returned on the Return Date;

"Return Point"

means the joint report undertaken by you and the Owner prior to the return of the Motorhome;

"Return Report"