

Terms & Conditions of Hire

This agreement is between South Lakes Motorhome Hire Ltd. Ltd (Us) and the hirer (You)

1. South Lakes Motorhome Hire Ltd. Ltd offers motorhomes for hire strictly in accordance with the following terms and conditions.

2. Booking, Deposits & Payments

Once a booking has been agreed by email or telephone South Lakes Motorhome Hire Ltd. will send by email or by post a booking form which will contain basic details of the hire along with a copy of these Terms and Conditions and the insurers "hirer drive endorsement".

On receipt of this the hirer will complete any relevant sections, check all information carefully, sign and return the form to South Lakes Motorhome Hire Ltd. together with a non-refundable deposit of £200 per week unless otherwise agreed. Signing of the hire agreement form acknowledges the hirers acceptance of these terms and conditions and the terms and conditions set out by the insurers.

Once the hirer has signed and returned this form and/or made payment of the non-refundable deposit they are bound by the terms and conditions of this contract.

The balance of any hire charge is payable six weeks before the commencement date of the hire. If at the time of booking the hire date is less than six weeks away payment will be required in full at the time of booking.

Payment Methods:

Hire Charge - Personal Cheque or Bank Transfer. PayPal by prior agreement ONLY and subject to a 4% fee.

Damage/Security Bond - Can be paid by cheque or bank transfer only. PayPal not accepted.

Payments in Cash for deposits or Hire charges are not accepted. This includes payment of cash over the counter.

3. Damage/Security Bond

All hirers are responsible for any damage caused to the vehicle during the hire period regardless of fault. To this effect all hirers are required to provide a £750 damage/security bond to be held by the South Lakes Motorhome Hire for the duration of the hire. If a 3rd party is responsible for any damage caused then the hirers damage/security bond will be refunded once the costs have been recovered in full from the 3rd party.

The damage/security bond must be paid in cleared funds 7 days before the hire commences and is returned by the same method once the vehicle has been inspected and confirmed to have been returned in clean condition and without damage. This usually occurs within 24 hours of hire end.

The damage/security bond may be used by South Lakes Motorhome Hire to rectify any damages caused to the vehicle which may include but is not limited to use of the deposit for the following: extras not paid for in advance, penalty charges and costs associated with handling these, insurance excesses, repair costs, costs incurred in obtaining quotations and carrying out repairs and any loss of income incurred due to the damage, quotation for repairs and the repairs.

4. Permitted Travel Areas

Our vehicles can be hired for use in the UK or Abroad. We also allow use at Festivals subject to prior agreement.

"Abroad" includes any area outside of the UK and includes Ireland as well as mainland European countries. A supplement is payable to use the vehicle abroad. Vehicles are only insured for use abroad when the appropriate Rates have been paid and insurance agreements are in place. Use of the motorhome abroad without permission will invalidate your hire agreement with Us and the Insurance and will result in Civil and/or Criminal prosecutions by South Lakes Motorhome Hire

Ltd., the Insurers and/or relevant Authorities within the UK or abroad. We will provide a "vehicle on hire certificate" which is used abroad in place of the V5 logbook. This is provided free of charge with the vehicle but must be returned to us at the end of the hire. If it is misplaced there is a charge of £12 to replace it.

Our vehicles are fitted with trackers which alert us should the vehicle be used outside of the permitted area.

5. Collection and Returns

It is normal practice that the hirer collects the hire vehicle from South Lakes Motorhome Hire Ltd.'s premises.

Although Drivers licence details will be required at the time of booking, each driver named on the Hire Agreement will also be required to obtain an online access code so that driving licences can be verified in advance and show the photocard part of their licences on collection of the hire vehicle.

Each driver is also required to provide another form of photo ID such as a passport, and show two copies of a current bank statement, utility or phone bill, or recent Council Tax demand. These documents must be registered to the driver's current address which MUST be the same address as shown on the driving licence and be dated within the last 60 days. Each driver must be present when the vehicle is collected.

South Lakes Motorhome Hire Ltd. reserves the right to cancel the hire if the requested information is not received from all relevant parties. If the hirer does not conform to this request then all monies paid will be forfeited, except the damage deposit which is refundable.

Unless otherwise agreed with South Lakes Motorhome Hire Ltd., the motorhome will be available on the day of collection from the agreed location at 4.00 pm, if you are going to be arriving later than 4pm please let us know in advance. It takes one hour to conclude the handover formalities.

The Motorhome must be delivered back to the agreed location, empty of your personal belongings, cleaned and ready to hand back by 10am on the last day of hire. We are open for returns from 9am, which allows time for the hirer to have the vehicle cleaned and empty ready to hand back at 10am.

Collection Inspection and handover To make the most of the hire, the hirer will be given detailed instructions in the use and operation of the vehicle including but not limited to the hot water system, central heating, electrics, toilet facilities etc. At the same time the condition of the vehicle will be noted and a joint inspection made between the hirer and South Lakes Motorhome Hire. The hirer should allow 1 hour for the collection formalities to be conducted.

Return Inspection A thorough inspection of the vehicle is carried out on return and may take up to 1 hour, particularly when the vehicle requires external cleaning in order to confirm that there is no damage below any surface/road dirt. It is recommended that hirers remain for this cleaning and inspection which we will make every effort to carry out quickly. Should the hirer wish to leave our premises before this return inspection is carried out then the hirer fully accepts the inspection findings by South Lakes Motorhome Hire as being a true and correct account of the vehicles return condition.

Late returns can have a significant impact on the next hire. If you fail to return the motorhome on time you will be liable to an extra charge of **£30** per hour or part thereof plus any additional costs incurred by the South Lakes Motorhome Hire Ltd. as a result of your late returning of the vehicle. There are no refunds for vehicles returned early.

Parking for up to 1 vehicle at South Lakes Motorhome Hire Ltd.'s premises is permitted during the hire period, however South Lakes Motorhome Hire Ltd. accepts no liability whatsoever for any loss or damage caused to your vehicle. You should ensure that your vehicle is suitably insured for the duration of your hire if it is left on our premises. We ask that a vehicle key is left with us, particularly where a vehicle is fitted with an Alarm. This means we will not have to ask you to return to us should your vehicle alarm go off during your holiday.

6. Named Drivers/Passengers

Only the named driver(s) on the booking confirmation form may drive the hired vehicle. South Lakes Motorhome Hire Ltd. reserves the right to refuse to handover the hire vehicle to any person who they deem unsuitable for whatever reason. In this unlikely event all hire charges will be refunded in full but otherwise South Lakes Motorhome Hire Ltd. shall have no further liability.

Any additional drivers wishing to drive but that do not appear on the booking confirmation must gain permission in writing from South Lakes Motorhome Hire Ltd. before the hire commences so that the necessary checks can be made.

The number of occupants for any hire vehicles will be limited to the number of seatbelts fitted in the vehicle. Seatbelts should be used at all times whilst the vehicle is in motion.

Advanced Passenger Information may be required. A Form will be provided to gather this information.

7. Mileage

Our hires all come with an unlimited mileage allowance.

8. Pets

Household pets are permitted at extra cost subject to prior agreement at the time of booking. Pets must not be allowed to sit on the sofas or beds at any point. Pets must not be left unattended in the vehicle for their own safety. Any damage caused by the pets will be fully charged to the hirer. If it is suspected that a pet has been in the vehicle without prior permission then a £60 charge will be deducted from the damage/security bond.

9. Smoking Policy

It is against the law to smoke in any hire vehicle in the U.K. Smoking is therefore strictly prohibited in all vehicles and awnings even if the hirer is abroad. Should this be breached there will be a penalty charge payable by the hirer of £120 plus any costs associated with cleaning the vehicle or impact on future hires.

10. Events beyond South Lakes Motorhome Hire Ltd.'s control

Unfortunately, events beyond South Lakes Motorhome Hire Ltd's control occasionally affect bookings. When reference is made to such events in these Conditions of Hire, this means any event(s) or circumstance(s) which South Lakes Motorhome Hire Ltd. could not avoid.

In the unlikely event where a situation occurs whereby the hirer's vehicle is not available and no replacement can be agreed or sourced all monies will be returned in full. However, South Lakes Motorhome Hire Ltd. will not be held liable for any additional costs or compensation. South Lakes Motorhome Hire Ltd.'s liability will be strictly limited to the return of all monies paid in full. It is recommended that you take a suitable travel insurance policy to cover these eventualities.

South Lakes Motorhome Hire Ltd. does not accept responsibility or pay any compensation, costs or expenses where the performance of your contract with us is prevented or affected or you otherwise suffer any loss or damage as a result of events beyond the South Lakes Motorhome Hire Ltd's control. This includes any delays to and/or restrictions to your hire to which you may be subject.

11. Cancellation

If you need to cancel the vehicle hire for any reason, in the first instance please contact South Lakes Motorhome Hire Ltd. Such notification should be confirmed in writing (email) as soon as possible afterwards. If the date of cancellation is more than 6 weeks away from the date of hire, then no further payments will be required by South Lakes Motorhome Hire Ltd., however the initial deposit taken at the time of the booking will be non-refundable unless the vehicle can be re-hired at the original rate and without loss to South Lakes Motorhome Hire Ltd.

If notification of your cancellation is received less than six weeks before the start date of your hire all monies paid and due are not refundable and you are still liable for any sums not yet paid. However, South Lakes Motorhome Hire Ltd. will do all it can to rehire the Motorhome. If the Motorhome is re-hired for the cancelled dates South Lakes Motorhome Hire Ltd. will refund you the appropriate sum. It may be less than you originally paid as the same hire rates may not be achievable at short notice.

12. Your Responsibilities

- a. You must look after the vehicle and the keys to the vehicle. You must always lock the vehicle when you are not using it, and use any security device fitted to or supplied with the vehicle. You must always protect the vehicle against bad weather which can cause damage. You must make sure that you use the correct fuel. You are responsible for any damage to the vehicle caused by hitting low level objects, such as bridges or low branches.
- b. You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.
- c. You must not let anyone work on the vehicle without South Lakes Motorhome Hire Ltd.'s permission. If South Lakes Motorhome Hire Ltd. does give you permission, you will only receive a refund if you have a receipt for the work.
- d. You must let South Lakes Motorhome Hire know as soon as you become aware of a fault or damage in the vehicle. Please do not attempt to make repairs to the vehicle during your hire. Particularly the use of T-CUT or other similar products designed to remove small surface scratches from paintwork. The use of products like this will cause more damage to the Motorhome's paintwork than the original scratch and will result in the vehicle needing to be resprayed at the hirer's expense. We are often able to remove small surface scratches at minimal cost on the vehicles return.
- e. You must bring the vehicle back to the place agreed, at the time agreed and remain responsible for the vehicle until this time.
- f. You will have to pay for repairs and cleaning costs if: **The vehicle needs more than our standard valeting (cleaning); Damage has occurred to the vehicle during your hire, inside or out regardless of fault.**
- g. Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle. We will do our best to look after any lost property but we are unable to accept responsibility for it or arrange for onward carriage to have it returned to you.
- h. You are responsible for any loss or damage to the motorhome whilst it is on hire to you, including that caused by neglect, misuse, accident or not your fault. Normally this will be limited to the £750 damage/security bond you have paid.
- i. If the hirer is found to have damaged the vehicle through negligence then the hirer will be responsible for **FULL RECTIFICATION COSTS** plus any expenses and/or loss of earnings experienced by South Lakes Motorhome Hire due to your negligence. **This may exceed your damage/security bond**

13. Extra Charges

- a) Bed Linen and Towels are not provided. We are able to supply you with a new sleeping bag to keep for £30 per person and a set of towels to keep (hand towel and bath towel) at a cost of £15 per person.
- b) Failure to empty the Cassette toilet will result in a £50 charge by South Lakes Motorhome Hire Ltd.
- c) Failure to empty the grey water tank will result in a £50 charge by South Lakes Motorhome Hire Ltd.
- d) Any cleaning/valeting not deemed normal usages will be charged by South Lakes Motorhome Hire Ltd. at the rate of £100. In all instances, damage to the interior, will be chargeable to the hirer including any costs not covered by the insurance.
- e) There is a refuelling surcharge of £30 plus the cost of the fuel if the tank is not returned in the same condition as which it was hired out (excluding usage from the nearest fuel station to the drop-off point)
- f) Dog Charge - £30 per hire

- g) All hires will be provided with 1 new gas cylinder and 1 "in service" gas cylinder. If the hirer uses all the gas and requires replacement gas whilst on holiday they are responsible for the cost. South Lakes Motorhome Hire Ltd gives no warranty as to the amount of gas onboard at the start of the hire.
- h) There are additional charges due for use of the Motorhome abroad of £195 per hire (minimum 2 weeks)
- i) A standard £750 Damage and Security Bond is payable by the hirer to South Lakes Motorhome Hire Ltd. before hire commences (the bond may be higher depending on circumstances) and the hirer agrees that any damage claims can be recovered from this deposit including insurance excesses and any costs not recoverable through the insurance.
- j) The hirer is responsible for any parking/speeding or other traffic offences during the hire period. South Lakes Motorhome Hire Ltd. will inform the relevant authorities of the named hirers for that period in the event that they receive any formal notice from the relevant authorities. South Lakes Motorhome Hire Ltd. does not accept any liability for any fines or endorsements or any court costs for such offences.
- k) South Lakes Motorhome Hire Ltd. reserve the right to charge for any admin costs if it is necessary for them to become involved with bona fide claims from third parties to the hirer.

By signing the Motorhome Hire Agreement Form the hirer accepts that South Lakes Motorhome Hire Ltd. can deduct any of the above payments from your damage deposit payment and that they can pass your details on to any relevant authority that may need them. (We will never pass your details on to 3rd Parties that wish to sell you their services)

14. Terms & Conditions of Insurance

Standard Insurance cover is only available to drivers between the ages of 25 and 75. The individual must have held a full UK driving license for a minimum of 24 months. A full list of driver requirements is provided in the form of the document "hirer drive endorsement" at the time of booking. You must read this carefully and ensure that your drivers are all eligible for insurance under our policy. Signing of the Hire Agreement Form confirms that the hirer has read this document and agrees that they meet the requirements and agree to be bound by them.

For drivers with speeding endorsements South Lakes Motorhome Hire Ltd. will need to obtain permission from the insurer prior to commencement of any hire period and additional premiums may be payable by the hirer.

Visitors from abroad will require a current driving licence within the same parameters. Please check with us to ensure your licence is acceptable to the insurers.

The motorhome is insured for damage to the Vehicle and the property of a third party in the event of an accident; but does not include any personal insurance for the customer (including death or bodily injury to the driver) or cover any personal possessions. In the event of any damage to either the vehicle or third party property, the hirers deposit will be retained until the matter is fully resolved.

The hirer will indemnify South Lakes Motorhome Hire Ltd. against any and all personal or third party losses outside the terms and conditions of the insurance policy

15. Use of the Vehicle

The Hirer agrees that during the rental period, the hirer will not and will not allow the Vehicle to be;

- a) Driven otherwise than in a cautious, prudent and normal manner;
- b) Used in a manner which could cause damage
- c) Driven in a prohibited area or in an area other than the areas indicated by the hirer to South Lakes Motorhome Hire Ltd.;
- d) Driven by a person under the influence of alcohol or drugs or in excess of that permitted by law;
- e) Left with the ignition key in the vehicle while it is unoccupied
- f) Left unoccupied without the security fittings in place
- g) Driven by persons:
 - i. Under the age of 25 years or over the age of 75;

- ii. Who is not authorised by law to drive the Vehicle.
- h) Damaged by:
 - i. Submersion in water
 - ii. Contact with Salt Water
- i) Used for any illegal purpose for any race, rally or contest
- j) Used to tow any vehicle or trailer.
- k) Used to carry passengers or property for hire or reward
- l) 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 this agreement
- m) Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material other than those already provided (i.e. Calor Gas cylinders & diesel fuel)
- n) Otherwise used in breach of my obligations under this Agreement.

16. Personal Insurance

Renting a motorhome is no different to any other holiday and we recommend that all hirers take out their own personal insurance. If you take out insurance you should ensure that it covers this particular type of self-drive holiday and covers early termination of your holiday due to breakdown or accident as South Lakes Motorhome Hire Ltd. will not be held liable for any personal claims or losses. A standard holiday policy and policies often included with bank accounts etc **do not** usually provide a sufficient level of cover for this type of holiday and we recommend you check these policies carefully or contact a specialist holiday insurer for advice.

17. Breakdowns/ Accidents

In the event of any hire vehicle break down, in the first instance the hirer will inform South Lakes Motorhome Hire Ltd. immediately and then the hirer should contact our breakdown service. This service is included for all South Lakes Motorhome Hire Ltd. vehicles. The hirer is to retain all relevant receipts for repairs.

If the hire needs to be cancelled due to a breakdown then South Lakes Motorhome Hire will attempt to source a replacement vehicle and if this is not possible will offer a pro-rata refund. South Lakes Motorhome Hire's liability extends to the pro-rata refund of the days the vehicle was not useable and does not pay for any other costs incurred by the Hirer.

Call-out fees related to the use of wrong/contaminated fuel, loss of keys/locking out of vehicle or flat battery will be for the hirers own account as will any charges relating to a call out due to the Hirers negligence.

In the unfortunate event of an accident, the hirer should take down names and addresses of all other parties involved and any witness details. Do not admit fault. This is for the insurers to decide. The hirer must inform the police if anyone is injured. Take photographs of the scene and damage to any vehicles and property if safe to do so. You must contact South Lakes Motorhome Hire Ltd. immediately and produce a report for South Lakes Motorhome Hire Ltd. and the insurance company. The hirer is to ensure any hire vehicle left unattended is done so securely.

18. Festivals

Additional Terms & Condition apply when the vehicle has been hired for the purpose of attending a Festival or for any activity that involves the attendance of a Festival using the Motorhome for transportation and/or accommodation and can be found attached to the end of this document.

Failure to declare at the booking stage that the vehicle is to be used for the purposes mentioned above or at a Festival in any way not previously mentioned may result in your booking being cancelled and will invalidate your hire agreement. If it becomes apparent that a returned vehicle has been used at a Festival without permission then South Lakes Motorhome Hire Ltd. reserve the right to withhold damage deposit subject to a thorough inspection of the vehicle to check for damage both internally, externally and mechanically and this will be at the hirers cost, currently £20/hour plus any external charges levied by the mechanics.

19. Group Hires If the hirer plans to hire a Motorhome for a group of 4 or more people who are not a family group (a family group is defined as a parent/grandparent/responsible adult plus children) then this must be declared. All male and all female groups are welcome but details must be provided for each occupant who will be present during the hire.

20. South Lakes Motorhome Hire Ltd. reserves the right to alter and amend these terms and conditions as they see fit and/or necessary. Hirers will be informed of any change to the terms and conditions before the commencement of their hire.

21. Acknowledgement and acceptance of these terms and conditions

The hirer acknowledges and accepts these terms and conditions by their signing of the Booking Form” and/or payment of the £200 non-refundable deposit or hire charges.

About South Lakes Motorhome Hire Ltd.

South Lakes Motorhome Hire Ltd. Ltd. Company **Number** 09451314

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info@southlakesmotorhomehire.com

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Additional Terms & Conditions for hire of the Motorhome for use at Festivals

This agreement is between South Lakes Motorhome Hire Ltd. Ltd (Us) and the hirer (You)

1. South Lakes Motorhome Hire Ltd. offers motorhomes for hire strictly in accordance with the standard terms and conditions and in addition, when used for attendance of Festivals, the below terms and conditions.

2. Deposits The level of damage/security deposit required will be defined at the booking stage.

3. Hire Rates Hire of the vehicle for use at Festivals may be subject to special tariffs. Our standard hire rates do not include use of the vehicle at festivals. Should you use the vehicle at a Festival without informing us in advance then you will be in breach of your terms & conditions of hire and we will terminate the hire and seek to recover monies owed (the difference between the costs of standard hire and Festival hire) plus an administrations charge of 20% of the total festival hire cost from the hirer.

4. Occupant Declaration Every person intending to travel and/or stay in the vehicle during the festival hire period must be declared. Full details for each person including name, DOB, address and passport/photo ID must be provided. A declaration form will be provided on booking.

5. Mechanical Damage

Any damage caused to the vehicle during the hire is the responsibility of the Hirer as set out in the standard Terms and Conditions of Hire.

For use at Festivals you should particularly note that if the vehicle becomes stuck in the camping fields or access roads you should obtain a tow out of the field, this would be at your own expense and is not covered through the breakdown cover which we have provided.

Should you attempt to free the vehicle yourself and burn out the clutch or cause other damage to the vehicle in any way, you will be responsible for the entire cost of repairs and for the following hire periods and associated costs of cancelling hires that may have been booked while the vehicle is unable to be hired out due to repairs are being arranged and/or carried out. The cost could be significant, running into many thousands of pounds.

The vehicle is not insured for mechanical damage and/or failure and associated costs and your deposit is unlikely to cover the costs We will seek to recover any and all costs from you, through the courts if necessary.

6. Cleaning of the Vehicle

As per our standard terms of hire you are reminded that the vehicle must be returned

- in the same standard of cleanliness as when it was when handed over at the start of the hire period
- with an empty and clean cassette toilet
- with an empty grey water tank

Failure to comply with the above and our standard terms and conditions of hire will incur further charges as set out in our Standard Terms and Conditions of Hire.

7. These terms and conditions relating to hire of the Motorhome for festival use are in addition to the standard terms and conditions of hire and in no way relieve the hirer or South Lakes Motorhome Hire Ltd. of their obligations or responsibilities under the Standard Terms & Conditions.