

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 South Lakes Motorhome Hire Ltd. will send by email or by post a booking confirmation which will contain basic details of the hire along with a copy of these Terms and Conditions and our privacy policy.

On receipt of this the hirer will check all information carefully ensuring that everything is correct.

A deposit of 30% is required to secure a booking. 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 – Bank Transfer or personal credit card (through our online booking facility)

Damage/Security Bond - Bank Transfer or personal credit card (through our online booking facility)

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

3. Excluded drivers / Hirer driver endorsement

The following people are NOT permitted to hire or drive the motorhome.

- a) Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their licence endorsed or suspended or more than 6 penalty points imposed. Spent convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded.
- b) Persons who had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any Motor Insurer
- c) Persons engaged wholly or partly in professional entertainment or professional sports persons.
- d) Jockeys and persons connected with racing of any sort.
- e) Undergraduates and/or students under 25 years of age.
- f) Persons who, whilst driving, have been involved in more than one accident during the past 3 years.
- g) Foreign Service Personnel other than persons holding a full valid United Kingdom or EU licence for two years or more.

4. 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 damage/security bond to be held by the South Lakes Motorhome Hire for the duration of the hire. Please note that the bond will only cover the first incidence of damage/accident/claim and the hirers financial liability extends beyond the bond held. The hirer agrees to reimburse South Lakes Motorhome Hire for the rectification of any damages caused to the vehicle and out of pocket expenses incurred. 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 2 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. If payment is made by card using our online booking facilities then it will be collected automatically using the card details previously provided.

The hirer agrees that the bond may be used for the following purposes: payment of extras not paid for in advance, excess mileage charges, 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.

5. 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 and an insurance “green card”. This is provided free of charge with the vehicle but must be returned to us at the end of the hire.

Our vehicles are fitted with trackers which alert us should the vehicle be used outside of the permitted area. Should it be detected you have gone outside of the permitted area you will be required to return the vehicle immediately and the hire will be terminated without refund.

6. Collection and Returns

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

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 South Lakes Motorhome Hire Ltd. shall have no further liability.

Every driver must be present when the vehicle is collected. If they are not then they will not be insured to drive and will be removed from the booking form. There are no exceptions made.

Each driver must provide by email in advance of collection:

- 1 x utility bill dated within 90 days of the collection date
- 1 x proof of address dated within 90 days of the collection date
- Copy of photocard driving licence. Front and back.
- Copy of Passport (NON-UK drivers)

Original documents must still be sighted on collection.

Accepted utility Bills: Gas/Water/Electricity/Landline telephone or internet bill ONLY

Accepted proof of address: tv package such as sky etc/ tv licencing bill / council tax demand, bank or credit card statement, mortgage statement. All documents must be in the name of the driver and the address must match the driving licence.

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.

Collection procedure and handover

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. We may not be able to accommodate collections outside of our normal working hours. It takes one hour to conclude the handover formalities.

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. This may be done by the provision of instructional videos in advance due to coronavirus. During the handover the condition of the vehicle will be noted and a joint

inspection made between the hirer and South Lakes Motorhome Hire. Please do not bring more than 2 people to the handover as it makes it difficult to conduct as space is limited. We are family friendly but disruptions can mean the handover takes longer or things are missed. If bringing young children with you is unavoidable we would kindly ask that an adult waits with them in the car or takes them for a walk to the nearby park.

Return procedure

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. You are welcome to return upto 1 hour prior to your return time so that you can unpack and clean. We are unable to accept unmanned returns. Should you leave the vehicle at our premises and not physically hand the keys back to our representative then you remain personally liable for the vehicle in its entirety as it would not be insured from that point.

Once cleared of your belongings and ready to hand back we will have a quick check through the vehicle with you before asking you to sign for its return. If damage has been caused we would ask you to please be honest about this as we will discover it during the cleaning process.

A thorough inspection of the vehicle will be carried out both internally and externally during the cleaning process. It is not always possible to spot damage during the hand back, particularly where there is road dirt externally which may mask any damage or the interior requires cleaning or information about damage has been purposefully withheld. It is recommended that hirers remain for this cleaning and inspection which we will make every effort to do immediately on return and takes 2-3 hours to carry out. 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 an extra charge of **£100** per hour or part thereof will be retained from your deposit as a result of your late returning of the vehicle. There are no refunds for vehicles returned early.

Customer Parking

Parking for up to 1 vehicle at South Lakes Motorhome Hire Ltd.'s premises is permitted during the hire period. 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. Whilst we will make every effort to protect your vehicle, 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.

7. Driving Licence and checks

Driving licences must be in date (section 4b on the front of the driving licence) and with the correct name and address. Please note it is illegal not to update these elements of your driving licence! Changes to name and address can be done free of charge on the DVLA website. DVLA advise this takes a week to do, please allow longer. Photocards must be updated every 10 years.

If the above documents are not provided then the hire will be cancelled and any monies paid forfeit. There are no exceptions.

8. Passengers

The number of occupants for any hire vehicles will be limited to the number of seatbelts fitted in the vehicle. Advanced Passenger Information may be required. A Form will be provided to gather this information

9. Mileage

Mileage is limited to 150 miles per day (1050 per week) unless otherwise detailed on your booking information. Motorhome hire is a relaxing and enjoyable type of holiday and driving for many miles at a time can ruin the experience. From a safety point of view driving large distances over a short space of time can potentially be dangerous. The mileage allowance would enable a

customer on a weeks hire to reach any part of mainland UK, including Lands end or John o'Groats at either extremes! Should the mileage limit be exceeded there is an excess charge of 45p per mile and this will be calculated and deducted from the damage/security bond on return.

10. Pets

Household pets are permitted at extra cost subject to prior agreement at the time of booking. Please note that the additional costs for pets is to cover cleaning. We take no responsibility for accommodation or transportation of your pet in the event of breakdown or cancellation of your 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 £100 charge will be deducted from the damage/security bond.

11. Smoking Policy

It is against the law to smoke in any hire vehicle in the U.K. Smoking (including E-cigarettes) is therefore strictly prohibited in all vehicles and awnings even if the hirer is abroad. We would also kindly ask you to not smoke in the doorway. If we suspect this has been breached there will be a penalty charge payable by the hirer of £200 plus any costs associated with cleaning the vehicle or impact on future hires.

12. 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.

13. 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. We try to be as fair as possible in dealing with cancellations and we will make all reasonable efforts to re-hire the dates in order to refund you.

If we are able to re-hire the dates without loss then we will refund all monies except that which covers our administration costs – currently £50. This administration charge covers our time initially arranging your hire, any banking costs incurred in receiving your payment and subsequently refunding it and our time in re-advertising and re-hiring your booking.

If we are able to re-hire the dates but at a lesser amount than your booking then we will retain from you the difference between your booking charge and the new booking charge plus the £50 administrative charge.

If we are unable to re-let your hire dates then any money that you have paid is forfeit. It is in your interest to give us as much notice as possible so we have the best chance of being able to re-hire your booking at the best price.

14. 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 and always within 24 hours. 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 the vehicle is returned and keys handed back to a representative of South Lakes Motorhome Hire.
- 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. This figure may exceed the £750 deposit held.
- 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

15. Extra Charges

- a) Bed Linen and Towels are not provided. We are able to supply bedding, please contact for cost.
- 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) Vehicle not cleaned to same standard as it was on collection, £100 charge.
- e) Vehicle not returned with full tank of diesel – cost of fuel + £30 refuelling charge.
- f) Dog Cleaning Charge - £30 per hire (when booked in advance)
- g) All hires will be provided with 1 full refillable safe-fill gas cylinder and 1 sealed calor gas cylinder. If the customers uses all the safe-fill gas and requires more gas for their hire then they can refill this at a number of petrol station forecourts (see safefill website). If a customer runs short of gas then they can use the provided Calor bottle but there is a charge applicable of £30 once the seal has been broken. We advise therefore that customers keep the safefill bottle topped up during their hire so as not to run out unexpectedly. Any lost or damaged bottles are charged at the full retail price for replacement.
- h) Use of the Motorhome abroad of £295 per hire (minimum 3 weeks)
- i) A standard £1000 Damage and Security Bond is payable by the hirer to South Lakes Motorhome Hire Ltd. 2 working days before hire commences (the bond may be higher depending on circumstances)
- 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.

16. 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 drivers we are not able to hire to is provided in section 3 of this agreement. 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

17. 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. Gas cylinders & diesel fuel)
- n) Otherwise used in breach of my obligations under this Agreement.

18. 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.

19. 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.

20. Festivals

Additional Terms & Conditions 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.

21. 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.

22. 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.

23. Acknowledgement and acceptance of these terms and conditions

The hirer acknowledges and accepts these terms and conditions by their booking and payment of the 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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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 administration charge of £100 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

GLITTER – is not permitted in our vehicles. Removal of glitter is time consuming and costly. We will not hesitate to levy the £100 cleaning charge if any glitter is found in the vehicle on return. Please bear this in mind if you choose to use Glitter during your hire

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.